

Board Office Use: Legislative File Info.	
File ID Number	23-2446
Introduction Date	12-13-2023
Enactment Number	23-2136
Enactment Date	12/14/2023 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Marc White, Director, Buildings & Grounds Department – Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management

Board Meeting Date December 13, 2023

Subject Agreement Between Owner and Contractor – KM 106 Construction Inc. – Madison Park Primary Asphalt Removal and Replacement Project – Buildings & Grounds Department

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **KM 106 Construction Inc.**, San Francisco, CA, for the latter to provide demolition, removal and replacement of asphalt in the parking lot for the Madison Park Primary Asphalt Removal and Replacement Project, in the amount of **\$173,980.00**, which includes contingency allowance totaling **\$15,080.00**, as the lowest responsive bidder, with the work anticipated to commence on **December 14, 2023**, and scheduled to last for twenty-one days (21), with an anticipated ending of **January 3, 2024**.

Discussion The scope of work of the contract consists of asphalt removal and replacement for the Madison Park Primary Asphalt Removal and Replacement Project. Contractor was selected through competitive bidding. (Public Contract Code § 22034(a)).

LBP (Local Business Participation Percentage) \$0.00

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and KM 106 Construction Inc., San Francisco, CA, for the latter to provide asphalt demolition, removal and replacement of asphalt in the parking lot for the Madison Park Primary Asphalt Removal and Replacement Project, in the amount of \$173,980.00, which includes contingency allowance totaling \$15,080.00, as the lowest responsive bidder, with the work anticipated to commence on December 14, 2023, and scheduled to last for twenty-one days (21), with an anticipated ending of January 3, 2024.

Fiscal Impact Fund 140, Deferred Maintenance

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. 23-2446

Department: Buildings & Grounds

Vendor Name: KM 106 Construction Inc.

Project Name: Madison Park Primary Asphalt Removal & Replacement

Project No.: 70028

Contract Term: Intended Start: December 14, 2023

Intended End: January 3, 2024

Total Cost Over Contract Term: \$173,980.00

Approved by: Marc White

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?

KM 106 Construction Inc. was selected by the District as the lowest responsible and responsive bid.

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

KM 106 Construction Inc., latter to provide demolition, removal and replacement of asphalt in the parking lot at the Madison Park Primary Asphalt Removal and Replacement Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

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:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **December 14, 2023**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **KM 106 Construction 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 Madison Park Primary Asphalt Removal Project, 470 El Paseo Drive, Oakland, CA.

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

OUSD, 955 High Street, Oakland, California, 94601, 510-535-7044.,

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 16, 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 twenty-one days (21) 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 **December 14, 2023**, in which case the deadline for Completion would be **January 3, 2024**.

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

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

Accordingly, the parties agree that \$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 **ONE HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED EIGHTY DOLLARS NO/100 (\$173,980.00)** 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 **FIFTEEN THOUSAND EIGHTY DOLLARS NO/100 (\$15,080.00)** 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 \$1,000,000 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.

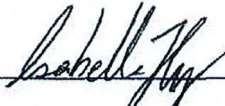
**CONTRACTOR:
KM 106 CONSTRUCTION INC.**

Signature: _____

Name: _____

Date: _____

(Chairman, Pres., or Vice-Pres. _____

Signature 

Name: Isabella Hernandez


Date: 11/03/2023

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

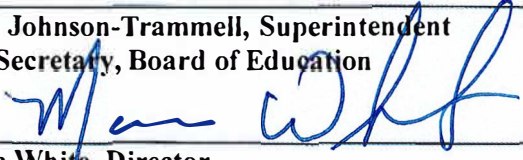
OAKLAND UNIFIED SCHOOL DISTRICT


Mike Hutchinson, President, Board of Education

12/15/2023
Date


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

12/15/2023
Date


Marc White, Director Buildings and Grounds

11/15/23
Date

Approved As To Form:

 11/15/23
OUSD Facilities Legal Counsel Date

937674
CALIFORNIA CONTRACTOR'S
LICENSE NO.

12/31/2024
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: Madison Park Primary
 Project: Asphalt Removal & Replacement
 Project #: 70028
 Estimate: \$165,880

Date: Wednesday, October 25, 2023
 Time: 2:00 P.M.
 Project Mgr: Marcus Board
 Architect: N/A

Signature of Witness to Bid



Signature of Bid Opener



Company:	Radius Earthwork, Inc.	Base Bid:	\$149,700.00	Required Day of Bid:	
Address:	197 E Hamilton Ave, Ste 204	Allowance:	\$15,080.00	Signed Bid Form	X
City/State:	Campbell, CA 95008	TOTAL:	\$164,780.00	Addendum Acknow.	N/A
Phone:	408-384-8630	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	X
NON-RESPONSIVE		Time Submitted	Date Submitted	Site Visit Certification	X
		1:44 PM	10/25/2023	Contractor's Sub List	X
				Debarment Suspension & Schd Z	MIS
				Local Business Participation Form	N/A
		Time Opened	Date Opened	DVBE Forms	X
		2:06 PM	10/25/2023		
Company:	KM 106 Construction Inc.	Base Bid:	\$158,900.00	Required Day of Bid:	
Address:	1400 Egbert Ave	Allowance:	\$15,080.00	Signed Bid Form	X
City/State:	San Francisco, CA 94124	TOTAL:	\$173,980.00	Addendum Acknow.	N/A
Phone:	510-512-6799	Alternates:		Bid Bond	X
Fax:	510-880-4709			Non-Collusion	X
				Iran Contracting Certification	X
		Time Submitted	Date Submitted	Site Visit Certification	X
		12:57 PM	10/25/2023	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	N/A
		Time Opened	Date Opened	DVBE Forms	X
		2:07 PM	10/25/2023		
Company:	Redgwick Construction, Inc.,	Base Bid:	\$163,700.00	Required Day of Bid:	
Address:	21 Hegenberger Ct.	Allowance:	\$15,080.00	Signed Bid Form	X
City/State:	Oakland, CA 94621	TOTAL:	\$178,780.00	Addendum Acknow.	N/A
Phone:	510-792-1727	Alternates:		Bid Bond	X
Fax:	510-792-1728			Non-Collusion	X
				Iran Contracting Certification	X
		Time Submitted	Date Submitted	Site Visit Certification	X
		1:32 PM	10/25/2023	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	N/A
		Time Opened	Date Opened	DVBE Forms	X
		2:08 PM	10/25/2023		
Company:	Bosco Construction Services, Inc.	Base Bid:	\$247,000.00	Required Day of Bid:	
Address:	1177 N 15th Street	Allowance:	\$15,080.00	Signed Bid Form	X
City/State:	San Jose, CA 95112	TOTAL:	\$262,080.00	Addendum Acknow.	N/A
Phone:	866-233-2248	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	X
		Time Submitted	Date Submitted	Site Visit Certification	X
		1:32 PM	10/25/2023	Contractor's Sub List	X
				Debarment Suspension & Schd Z	MIS
				Local Business Participation Form	N/A
		Time Opened	Date Opened	DVBE Forms	X
		2:10 PM	10/25/2023		

BID FORM
DOCUMENT 00 31 01

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

Dear Board Members:

The undersigned, doing business under the firm name of KM 106 Construction Inc., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Madison Park Academy Primary Asphalt Removal & Replacement Project, 470 El Paseo Drive, Oakland, (the "Contract")**, The Scope of work consists of removing and replacing approximately 14,000.00 square feet of asphalt in parking lot area. Area 1: Garbage Damaged Area needs Saw cut, demolish and excavate approximately of 250 square feet of failed pavement to depth of 10" and transport spoils to recycling center. Regrade and compact subgrade, Place 4" of class 2 base rock, set forms, dry fit dowels # 4 reinforcement steel bars at 18" on center each way. Pour and finish approximately 250 feet of 6" thick concrete slab. Use colorless 3,000 P.S.I. concrete mix with medium broom finish. Excludes application of concrete sealer. Area 2: Parking area needs remove and replace approximately 12,123 square feet of failed pavement to the depth of 4" and transport spoils to recycling center. Compact existing base rock, apply tack oil along perimeter edges, then provide, place and compact 6" on center drive area where trucks enter and exits approximately 4,000 feet. Place 3" of hot asphalt on parking areas approximately 8,123 of 1/2" medium hot mix asphalt. Remove and replace approximately 35- 4" wheel stops in the parking stalls. Stripe all pavement markings per existing configuration using traffic paint. Install approximately 350 linear feet of Pressure Treated Douglas Fir header board where needed along the landscaping area near the front of the site. Remove and replace any existing header board in and around parking area. The District will provide compaction testing. The contractor will conduct the water testing and the District will witness for proper drainage. The contractor to clean debris on the site; complete and sign punch list; provide all warranties when punch list is completed and will be responsible for traffic control at the site.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

Bid Amount (Base Bid): \$ 173,980.00

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

OAKLAND UNIFIED SCHOOL DISTRICT
MADISON PARK ACADEMY PRIMARY
ASPHALT REMOVAL & REPLACEMENT PROJECT
PROJECT NO: 70028

BID FORM
DOCUMENT 00 31 01

<u>One Hundred Fifty Eight Thousand Nine ^{Hundred} Dollars</u> <i>Bid Amount Without Contingency Allowance</i>	\$ <u>158,900.00</u>
<u>Fifteen Thousand Eighty Dollars</u> <i>Total of Allowances (see Section IV of Agreement)</i>	\$ <u>15,080.00</u>
<u>One Hundred Seventy Three Thousand Nine Hundred ^{Eighty} Dollars</u> <i>Total Base Bid Amount</i>	\$ <u>173,980.00</u>
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

Miscellaneous:

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

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

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

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

{SR799810}2

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

1400 Egbert Ave, Second Floor, San Francisco, CA 94124

aaronjr@km106.com , Isabella@km106.com

Our Public Liability and Property Damage Insurance is placed with:

Century Surety Co.

Our Workers' Compensation Insurance is placed with:

State Compensation Insurance Fund of California

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

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

Addendum No. N/A Date N/A
Addendum No. _____ Date _____
Addendum No. _____ Date _____

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

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

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

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

NOTE: This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the

{SR799810}3

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: April 7th, 2020



Aaron Ramirez (Name)

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



Isabella Hernandez (Name)

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

{SR799810}5

ACCEPTANCE OF OFFICE

I, Aaron Ramirez, having been elected the President/CEO of KM 106 Construction Inc., a California Corporation, do hereby accept said position, together with any office pertaining thereto to which I have also been elected in connection with my position and title as the President/CEO effective on or about the 7th day of April, 2020.

A handwritten signature in cursive script, appearing to read "A. Ramirez", written in black ink.

Aaron Ramirez, President of
KM 106 Construction Inc.

ACCEPTANCE OF OFFICER

I, Aaron Ramirez, having been elected the President of KM 106 Construction Inc, a California Corporation, do hereby accept said position, together with any office pertaining thereto to which I have also been elected in connection with my position and title as the President effective on or about the 7th day of April, 2022.



Aaron Ramirez, President of
KM 106 Construction Inc

Attestation to content of minutes and written waiver of notice of meeting.

A handwritten signature in black ink, appearing to read 'A-Ramirez', written over a horizontal line.

Aaron Ramirez, Director of
KM 106 Construction Inc

MINUTES OF
ANNUAL MEETING OF BOARD OF DIRECTORS OF
KM 106 CONSTRUCTION INC
A California Corporation

The duly elected Board of Directors of KM 106 Construction Inc, a California Corporation, has agreed to hold the annual meeting of the Board on or about the 7th day of April, 2022 at the company office. The meeting was called to order by Aaron Ramirez, Director.

The Director noted that the purpose of the meeting was to appoint Officers for the ensuing year. Upon nominations duly made and seconded, the following were (unanimously) appointed Officers of the Corporation, to serve for the ensuing year or until their successors are elected and qualified:

President/CEO: Aaron Ramirez

Secretary: Isabella Hernandez

Treasurer/CFO: Isabella Hernandez

Upon motion duly made, seconded, and carried all the policy resolutions that were adopted by the Directors or the Shareholders the previous years at the annual meetings or during any special meeting during the year are hereby ratified again and carried forward into the new year.

There being no further business to come before the meeting, upon motion duly made, seconded, and (unanimously) carried, it was adjourned.



Isabella Hernandez, Secretary of
KM 106 Construction Inc

**MINUTES OF
ANNUAL MEETING OF BOARD OF DIRECTORS OF
KM 106 CONSTRUCTION INC**

A California Corporation

The duly elected Board of Directors of KM 106 Construction Inc, a California Corporation, has agreed to hold the annual meeting of the Board on or about the 7th day of April, 2022 at the company office. The meeting was called to order by Aaron Ramirez, Director.

The Director noted that the purpose of the meeting was to appoint Officers for the ensuing year. Upon nominations duly made and seconded, the following were (unanimously) appointed Officers of the Corporation, to serve for the ensuing year or until their successors are elected and qualified:


President/CEO: Aaron Ramirez

Secretary: Isabella Hernandez

Treasurer/CFO: Isabella Hernandez

Upon motion duly made, seconded, and carried all the policy resolutions that were adopted by the Directors or the Shareholders the previous years at the annual meetings or during any special meeting during the year are hereby ratified again and carried forward into the new year.

There being no further business to come before the meeting, upon motion duly made, seconded, and (unanimously) carried, it was adjourned.



Isabella Hernandez, Secretary of
KM 106 Construction Inc

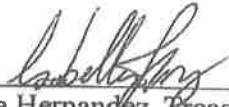
Attestation to content of minutes and written waiver of notice of meeting.

A handwritten signature in black ink, appearing to read 'A-R-i', positioned above a horizontal line.

Aaron Ramirez, Director of
KM 106 Construction Inc

ACCEPTANCE OF OFFICER

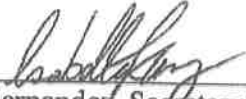
I, Isabella Hernandez, having been elected the Treasurer of KM 106 Construction Inc, a California Corporation, do hereby accept said position, together with any office pertaining thereto to which I have also been elected in connection with my position and title as the Treasurer effective on or about the 7th day of April, 2022.



Isabella Hernandez, Treasurer of
KM 106 Construction Inc

ACCEPTANCE OF OFFICER

I, Isabella Hernandez, having been elected the Secretary of KM 106 Construction Inc, a California Corporation, do hereby accept said position, together with any office pertaining thereto to which I have also been elected in connection with my position and title as the Secretary effective on or about the 7th day of April, 2022.



Isabella Hernandez, Secretary of
KM 106 Construction Inc

BID BOND
DOCUMENT 00 40 00

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
KM 106 Construction Inc. as Principal and
Nationwide Mutual 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 Madison Park Academy Primary in
strict accordance with Contract Documents. OUSD PROJECT NO. 70028

NOW, THEREFORE,

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

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

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

{SR798944} 1

OAKLAND UNIFIED SCHOOL DISTRICT
Madison Park Academy Primary
Asphalt Removal and Replacement Project
Project No. 70028
October 13, 2023

BID BOND

DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 23rd day of October, 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)

KM 106 Construction Inc.

C. R. RAMIREZ
(Principal) PRESIDENT
1400 Egbert Ave, San Francisco, CA 94124

(Business Address)

Nationwide Mutual Insurance Company

(Corporate Surety)

One West Nationwide Blvd., 1-14-301, Columbus, OH 43215
Business Address)

By: Natalie K. Trofimoff
Natalie K. Trofimoff, Attorney-in-Fact

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

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

{SR798944}2

OAKLAND UNIFIED SCHOOL DISTRICT
Madison Park Academy Primary
Asphalt Removal and Replacement Project
Project No. 70028
October 13, 2023

BID BOND

DOCUMENT 00 40 00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

State of California)
) ss
County of Los Angeles)

On OCT 23 2023, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Signature: _____

Patricia Arana
Patricia Arana, Notary Public

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CHARLENE K NAKAMURA; EDGAR S ALBRECHT; LISA L THORNTON; MARIA PENA; NATALIE K TROFIMOFF; NOEMI QUIROZ; PATRICIA S ARANA;
TIFFANY CORONADO; TIMOTHY M TOMKO;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024



Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this ____ day of

~~OCT 23 2023~~



Assistant Secretary

ACKNOWLEDGMENT

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 San Francisco)

On OCTOBER 25, 2023 before me, Venice Lising Castillo, Notary Public
(insert name and title of the officer)

personally appeared AARON RAMIREZ
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.

Signature *V. L. Castillo*

(Seal)



PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 7901016215

KNOW ALL MEN BY THESE PRESENTS that we, KM 106 Construction Inc., as Principal, and Nationwide Mutual Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of One Hundred Seventy Three Thousand Nine Hundred Eighty Dollars (\$ 173,980.00) 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 **December 14, 2023**, for construction of

the Madison Park Academy Primary Asphalt Removal & Replacement Project, located at 470 El Paseo Drive, Oakland, (the "Contract"). The Scope of work consists of Remove and replace approximately 14,000.00 square feet of asphalt in parking lot area. Area 1: Garbage Damaged Area needs Saw cut, demolish and excavate approximately of 250 square feet of failed payment to depth of 10" and transport spoils to recycling center. Regrade and compact subgrade, Place 4" of class 2 base rock, set forms, dry fit dowels # 4 reinforcement steel bars at 18" on center each way. Pour and finish approximately 250 feet of 6" thick concrete slab. Use colorless 3,000 P.S.I. concrete mix with medium broom finish. Excludes application of concrete sealer. Area 2: Parking area needs remove and replace approximately 12,123 square feet of failed pavement to the depth of 4" and transport spoils to recycling center. Compact existing base rock, apply tack oil along perimeter edges, then provide, place and compact 6" on center drive area where trucks enter and exits approximately 4,000 feet. Place 3" of hot asphalt on parking areas approximately 8,123 of ½" medium hot mix asphalt. Remove and replace approximately 35- 4" wheel stops in the parking stalls. Stripe all pavement markings per existing configuration using traffic paint. Install approximately 350 linear feet of Pressure Treated Douglas Fir header board where needed along the landscaping area near the front of the site. Remove and replace any existing header board in and around parking area. The District will provide compaction testing. The contractor will conduct the water testing and the District will witness for proper drainage. The contractor to clean debris on the site; complete and sign punch list; provide all warranties when punch list is completed and will be responsible for traffic control at the site.

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

{SR798942} 1

OAKLAND UNIFIED SCHOOL DISTRICT
MADISON PARK ACADEMY PRIMARY
Asphalt Removal and Replacement Project
Project No. 70028
October 13, 2023

PERFORMANCE BOND
DOCUMENT 00 61 00

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 7th day of November, 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)

AARON RAMIREZ


(Individual Principal)

1400 EGBERT AVE.

(Business Address)

SAN FRANCISCO, CA 94124

(Affix Corporate Seal)

KM 106 Construction Inc.

(Corporate Principal)

{SR798942}2

1400 Egbert Ave
San Francisco, CA 94124

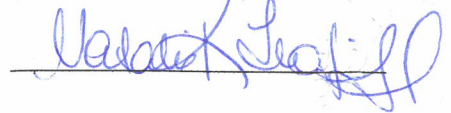
(Business Address)

(Affix Corporate Seal)

Nationwide Mutual Insurance Company
(Corporate Surety)

One West Nationwide Blvd.,
1-14-301, Columbus, OH 43215 - 2220

(Business Address)



By: Natalie K. Trofimoff

Attorney-in-Fact

The rate of premium on this bond is \$25.00 tiered per thousand.

The total amount of premium charged is \$3,610.00.

The above must be filled in by Corporate Surety.

{SR798942}3

OAKLAND UNIFIED SCHOOL DISTRICT
MADISON PARK ACADEMY PRIMARY
Asphalt Removal and Replacement Project
Project No. 70028
October 13, 2023

PERFORMANCE BOND
DOCUMENT 00 61 00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

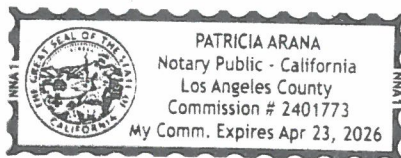
State of California)
) ss
County of Los Angeles)

On NOV 07 2023, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Signature:

[Handwritten signature]

Patricia Arana, Notary Public

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 7901016215

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and KM 106 Construction Inc., hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

the Madison Park Academy Primary Asphalt Removal & Replacement Contract, at 470 El Paseo Drive, Oakland, The Scope of work consists of Remove and replace approximately 14,000.00 square feet of asphalt in parking lot area. Area 1: Garbage Damaged Area needs Saw cut, demolish and excavate approximately of 250 square feet of failed pavement to depth of 10" and transport spoils to recycling center. Regrade and compact subgrade, Place 4" of class 2 base rock, set forms, dry fit dowels # 4 reinforcement steel bars at 18" on center each way. Pour and finish approximately 250 feet of 6" thick concrete slab. Use colorless 3,000 P.S.I. concrete mix with medium broom finish. Excludes application of concrete sealer. Area 2: Parking area needs remove and replace approximately 12,123 square feet of failed pavement to the depth of 4" and transport spoils to recycling center. Compact existing base rock, apply tack oil along perimeter edges, then provide, place and compact 6" on center drive area where trucks enter and exits approximately 4,000 feet. Place 3" of hot asphalt on parking areas approximately 8,123 of 1/2" medium hot mix asphalt. Remove and replace approximately 35- 4" wheel stops in the parking stalls. Stripe all pavement markings per existing configuration using traffic paint. Install approximately 350 linear feet of Pressure Treated Douglas Fir header board where needed along the landscaping area near the front of the site. Remove and replace any existing header board in and around parking area. The District will provide compaction testing. The contractor will conduct the water testing and the District will witness for proper drainage. The contractor to clean debris on the site; complete and sign punch list; provide all warranties when punch list is completed and will be responsible for traffic control at the site.

which said agreement dated **December 14, 2023**, and all of the Contract Documents are hereby referred to and made a part hereof;

and

{SR798938} 1

OAKLAND UNIFIED SCHOOL DISTRICT
MADISON PARK ACADEMY PRIMARY
Asphalt Removal and Replacement Project
Project No. 70028
October 13, 2023

PAYMENT BOND
DOCUMENT 00 61 01

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 Nationwide Mutual 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 One Hundred Seventy Three Thousand* Dollars (\$173,980.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

*Nine Hundred Eighty and no/100ths

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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 7th day of November, 2023.

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

KM 106 Construction Inc.
Principal

{SR798938}2

C. P. Ramirez
CARLOS RAMIREZ
PRESIDENT

Nationwide Mutual Insurance Company
Surety

Natalie K. Trofimoff

By: Natalie K. Trofimoff

Attorney-in-Fact

The above bond is accepted and approved this 8 day of November, 2023.

{SR798938}3

OAKLAND UNIFIED SCHOOL DISTRICT
MADISON PARK ACADEMY PRIMARY
Asphalt Removal and Replacement Project
Project No. 70028
October 13, 2023

PAYMENT BOND
DOCUMENT 00 61 01

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

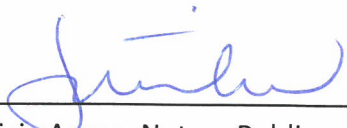
State of California)
) ss
County of Los Angeles)

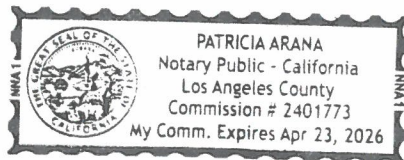
On NOV 07 2023, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature: 
Patricia Arana, Notary Public



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CHARLENE K NAKAMURA; EDGAR S ALBRECHT; LISA L THORNTON; MARIA PENA; NATALIE K TROFIMOFF; NOEMI QUIROZ; PATRICIA S ARANA; TIFFANY CORONADO; TIMOTHY M TOMKO;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten Signature]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten Signature]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this ____ day of

NOV 07 2023

[Handwritten Signature]

Assistant Secretary

ACKNOWLEDGMENT

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 San Francisco)

On 11/8/2023 before me, Venice Lising Castillo, Notary Public
(insert name and title of the officer)

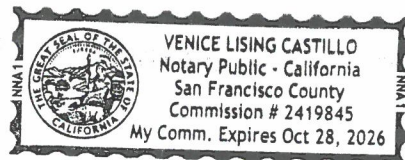
personally appeared AARON RAMIREZ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

Signature

(Seal)



ACKNOWLEDGMENT

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 San Francisco)

On 11/8/2023 before me, Venice Lising Castillo, Notary Public
(insert name and title of the officer)

personally appeared AARON KAMIREZ,
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.

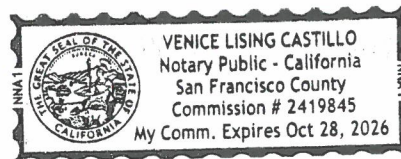
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

V Castillo

(Seal)



NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Madison Park Academy Primary Asphalt Removal and Replacement Project


The undersigned declares:

I am the CFO of KM 106 Construction Inc., the party making the foregoing bid or proposal ("Bid").

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on Oct. 25, 2023, at San Francisco [city], CA [state].



Signature
Isabella Hernandez, CFO

Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
Madison Park Academy Primary
Asphalt Removal and Replacement Project
Project No. 70028
October 13, 2023

NON-COLLUSION

DOCUMENT 00 40 03

SUFFICIENT FUNDS DECLARATION

DOCUMENT 00 11 13

(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: Madison Park Academy Primary Asphalt Removal and Replacement Project

I, Isabella Hernandez, declare that I am the CFO
[insert title] of KM 106 Construction 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 KM 106 Construction 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 KM 106 Construction 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 Oct. 25 20 23, at San Francisco *[city]*,
CA *[state]*.

Date: 10/25/2023



Signature

Print Name: Isabella Hernandez

Print Title: CFO

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> KM 106 Construction Inc., Fremont Bank		<i>Federal ID Number (or n/a)</i> 85-2084492
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Isabella Hernandez, CFO		
<i>Date Executed</i> 10/25/2023	<i>Executed in</i> San Francisco, CA	

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> NA	<i>Federal ID Number (or n/a)</i> NA
--	---

OAKLAND UNIFIED SCHOOL DISTRICT
Madison Park Academy Primary
Asphalt Removal and Replacement Project
Project No. 70028
October 13, 2023

IRAN CONTRACTING

DOCUMENT 00 40 04

<i>By (Authorized Signature)</i> NA	NA
<i>Printed Name and Title of Person Signing</i> NA	<i>Date Executed</i> NA

OAKLAND UNIFIED SCHOOL DISTRICT
 Madison Park Academy Primary
 Asphalt Removal and Replacement Project
 Project No. 70028
 October 13, 2023

IRAN CONTRACTING

DOCUMENT 00 40 04

{SR798838}

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: **Madison Park Academy Primary Asphalt Removal and Replacement Project**

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 Aaron Ramirez Jr (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: 10/25/2023

Proper Name of Bidder: KM 106 Construction Inc.

Signature: 

Print Name: Isabella Hernandez

Title: CFO

END OF DOCUMENT

Printed on: 10/25/2023 11:51:50 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 1730480

Legal Business Name:
GECMS INC

Doing Business As (DBA) Name 1:
GIRON CONSTRUCTION

Doing Business As (DBA) Name 2:

Address:
1485 Bayshore Blvd
#222
SAN FRANCISCO
CA 94124

Email Address:
bagiron@gironcms.com

Business Web Page:
www.gironcms.com

Business Phone Number:
510/229-3918

Business Fax Number:
888/391-0139

Business Types:
Construction

Certification Type	Status	From	To
DVBE	Under Review		
SB	Approved	10/20/2023	10/31/2025

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

PRIME BIDDER GOOD FAITH EFFORT WORKSHEET
DOCUMENT 00 41 01

This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal

PAGE 1 OF 2

BIDDER'S NAME KM 106 Construction Inc.	BUSINESS ADDRESS 1400 Egbert Ave, Second Floor, San Francisco, CA 94124	CONTACT PERSON Aaron Ramirez Jr
TELEPHONE NUMBER 510-512-6799	OWNER City and County of Oakland	COUNTY City and County of San Francisco

GENERAL INSTRUCTIONS:

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

PART I – CONTACTS

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

{SR798821}

DOCUMENT 00 41 01

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner	NA	NA	NA
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx	(916) 375-4940	NA	NA
3. DVBE Organizations (<i>List</i>):			
NA	NA	NA	NA
4. Write "recorded message" in this column, if applicable.	NA	NA	NA

PART II – ADVERTISEMENTS You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	
NA	NA	NA	NA

PART III – DVBE SOLICITATIONS List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDS.
Was not selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	YES	NO		
NA	NA	NA	NA	NA

IMPORTANT NOTE:

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, Aaron Ramirez certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making

{SR798821}

DOCUMENT 00 41 01

this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER  AARON RAMIREZ	DATE 10/25/2023
---	--------------------

{SR798821}

DOCUMENT 00 41 01

OAKLAND UNIFIED SCHOOL DISTRICT
Madison Park Academy Primary
Asphalt Removal and Replacement Project
Project No. 70028
October 13, 2023

Contractor Information

Legal Entity Name
KM 106 CONSTRUCTION INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
PW-LR-1000704655
Registration effective date
7/1/2023
Registration expiration date
6/30/2024
Mailing Address
1400 Egbert Ave, NA San Francisco 94124 CA Un...
Physical Address
1400 Egbert Ave, NA San Francisco 94124 CA Un...
Email Address
Trade Name/DBA
License Number(s)
CSLB:937674

Registration History

Effective Date	Expiration Date
1/3/2021	6/30/2021
7/1/2021	6/30/2022
7/1/2022	6/30/2023
7/1/2023	6/30/2024

Legal Entity Information

Corporation Number:
Federal Employment Identification Number:
President Name:
Aaron Ramirez
Vice President Name:
Treasurer Name:
Isabella Hernandez
Secretary Name:
Isabella Hernandez
CEO Name:
Aaron Ramirez

Agent of Service Name:
Isabella Hernandez
Agent of Service Mailing Address:
1400 Egbert Ave San Francisco 94124 CA United States of America

Workers Compensation

Do you lease employees No
through Professional

**Employer Organization
(PEO)?:**

**Please provide your
current workers
compensation insurance
information below:**

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

Policy Holder Name:State Compensation Insurance Fund of California**Insurance Carrier:**
STATE COMPENSATION INSURANCE FUND**Policy Number:**1972756-2022**Inception date:**
10/1/2022**Expiration Date:**10/1/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization	Designated Project or Premises
Any person or organization whom you are required to add as an additional insured pursuant to a written contract or agreement.	Various locations where you are performing work for the additional insured whom you are required to add as an additional insured pursuant to a written contract or agreement.

- A.** Section II – Who Is An Insured is amended to include as an additional insured, the person(s) or organization(s) shown in the Schedule, but only with respect to “bodily injury”, “property damage”, “personal and advertising injury” or “environmental damage” caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured(s) at the designated project or premises shown above.
 However:
 - 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** This endorsement shall not apply to and shall afford no coverage to additional insureds shown in the Schedule above under the following coverages:
 - 1. Coverage E – Consultants’ Professional Liability; or
 - 2. Coverage F – Scheduled Property Pollution Liability; or
 - 3. Coverage G – Non-Owned Disposal Site Pollution Liability.

- C.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or “environmental damage” occurring after:
 - 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the designated project or premises of the covered operations has been completed; or
 - 2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- D.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance and Deductibles:
 If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
 whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – COMPLETED OPERATIONS
PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM

SCHEDULE

Designated Additional Insured(s)	Designated Project or Premises
Any person or organization whom you are required to add as an additional insured pursuant to a written contract or agreement.	Various locations where you are performing work for the additional insured whom you are required to add as an additional insured pursuant to a written contract or agreement.

- A.** The following changes are made to Section II – Who is An Insured.
 - 1. The designated additional insured shown in the Schedule above is included as an additional insured but only with respect to:
 - a. “Bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by “your work” at the designated project or premises shown in the Schedule above, performed for that designated additional insured and included in the “products-completed operations hazard” under Section I – Coverages, Commercial General Liability Coverage **A** – Bodily Injury and Property Damage Liability and Coverage **B** – Personal and Advertising Injury Liability; and
 - b. “Bodily injury”, “property damage” or “environmental damage” caused, in whole or in part, by your “covered operations” at the designated project or premises shown in the Schedule above, performed for that designated additional insured under Section I – Coverages, Coverage **D** – Contractors’ Pollution Liability if a Limit of Insurance is shown for Coverage **D** on the Declarations.
 - 2. However:
 - a. The insurance afforded to such designated additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the designated additional insured is required by a contract or agreement, the insurance afforded to such designated additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** Under Section I – Coverages, Commercial General Liability Coverage **A** – Bodily Injury and Property Damage Liability and Commercial General Liability Coverage **B** – Personal and Advertising Injury Liability, the insurance provided for the benefit of the above designated additional insured shall be primary and non-contributory, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;
 performed for the above designated additional insured at the above designated project or premises and included in the “products-completed operations hazard”.
- C.** Under Section I – Coverages, Coverage **D** – Contractors’ Pollution Liability, the insurance provided for the benefit of the above designated additional insured shall be primary and non-contributory, but only with respect to liability for “bodily injury”, “property damage”, or “environmental damage” caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;
 performed for the above designated additional insured at the above designated project or premises and included in the “covered operations”.

- D.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance and Deductibles:

If coverage provided to the designated additional insured is required by a contract or agreement, the most we will pay on behalf of the designated additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance Shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E.** This endorsement shall not apply to and shall afford no coverage to designated additional insureds shown in the Schedule above under the following coverages:

1. Coverage **E** – Consultants' Professional Liability; or
2. Coverage **F** – Scheduled Property Pollution Liability; or
3. Coverage **G** – Non-Owned Disposal Site Pollution Liability.

All other terms and conditions of this policy remain unchanged.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Madison Park Primary Asphalt Removal and Replacement Project	Site	154
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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	KM 106 Construction, Inc.	Agency's Contact	Aaron Ramirez		
OUSD Vendor ID #	008444	Title	Owner		
Street Address	1400 Egbert Avenue, 2 nd Floor	City	San Francisco	State	CA
Telephone	510-925-6074	Zip	94124	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 #	70028				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-14-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	1-3-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$173,980.00	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
9914/9054	Fund 140 Deferred Maintenance	140-9914-0-9054-8500-6273-154-9880-9000-9999-99999	6273	\$173,980.00

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.	Director, Buildings and Grounds	Signature			
		Date Approved	11/15/23		
2.	General Counsel, Department of Facilities Planning and Management	Signature			
		Date Approved	11/15/23		
3.	Chief Systems & Services Officer, Facilities Planning and Management	Signature			
		Date Approved	11/15/23		
4.	Chief Financial Officer	Signature			
		Date Approved			
5.	President, Board of Education	Signature			
		Date Approved			