

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	24-1373
Introduction Date	06-12-2024
Enactment Number	24-1217
Enactment Date	6/12/2024 CJH



# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems & Services Officer for Facilities Planning and Management Division – Kenya Chatman, Executive Director of Facilities  
**Board Meeting Date** June 12, 2024  
**Subject** Change Order No. 2 Agreement Between Owner and Contractor – Mar Con Builders, Inc. – Kaiser Child Development Center Site Improvements Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 2 by and between the District and Mar Con Builders, Inc., Oakland, CA, which includes PCO's 27 and 28, to furnish and install soft surface playmat tiles and install a solar reflecting track on the lower yard area near portables; as well supplemental planting for the **Kaiser Child Development Center Site Improvements Project**, in the amount of **\$79,567.00** increasing the contract price from **\$6,708,351.00 to \$6,781,918.00** pursuant to the Change Order.

**Discussion** This Change Order is for Kaiser Child Development Center Site Improvements Project.

**LBP (Local Business Participation Percentage)** 43.80%

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 2 by and between the District and Mar Con Builders, Inc., Oakland, CA, which includes PCO's 27 and 28, to furnish and install soft surface playmat tiles and install a solar reflecting track on the lower yard area near portables; as well supplemental planting for the Kaiser Child Development Center Site Improvements Project, in the amount of \$79,567.00 increasing the contract price from \$6,708,351.00 to \$6,781,918.00 pursuant to the Change Order.

**Fiscal Impact** Fund 21, Building Funds, Measure Y

**Attachments**

- Change Order No. 1 and Other Documents
- Routing Form
- File ID 23-1135; P24-0475

WJ  
ty Taylor  
4-30-24

# OAKLAND UNIFIED SCHOOL DISTRICT

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

## CHANGE ORDER

### For Design-Bid-Build Contract

Owner: Oakland Unified School District  
Project: Campus Improvements  
School: Kaiser CDC  
Contractor: Mar Con Builders

Change Order No.: 2

Date: April 24, 2024

DSA File No.: 1-29  
DSA Application No.: 01-120416  
OUSD Project #: 21112  
Project Manager: Victor Manansala

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

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

See PCO #27 for the furnishing & Installation of playmatting tiles and solar reflecting bicycle track in the lower yard area near portables.

See PCO #28 for supplemental planting.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$73,567.00

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



# OAKLAND UNIFIED SCHOOL DISTRICT

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

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## SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	\$6,551,440.00
Prior Change Orders:	+ \$156,911.00
Total Contract Price Prior to this Change Order	= \$6,708,351.00
This Change Order's Adjustment:	+ \$73,567.00
Adjusted Contract Price (include all special and contingency allowances):	= \$6,781,918.00
Current Change Order's Percentage of Original Contract Price:	1.12%
Total Change Orders' Percentage of Original Contract Price:	3.52%

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

## SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	November 4, 2023
Time extensions granted in prior change orders:	+ 239 Calendar Days
Time extension granted in this change order:	+ 0 Calendar Days
Adjusted contract completion deadline:	= June 30, 2024

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

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND



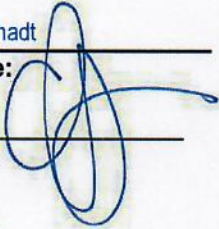

# OAKLAND UNIFIED SCHOOL DISTRICT

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


BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

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

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

<p><b>Approved:</b> Architect of Record</p> <p><u>Lawrence Schadt</u> Print Name:</p> <p> Signature:</p> <p><u>April 25, 2024</u> Date:</p> <p><b>Approved as to Form:</b> <u>James Traber</u> OUSD Facilities Counsel</p> <p>Date: 5/16/24</p>	<p><b>Approved and Agreed:</b> General Contractor</p> <p><u>Marco Manriquez</u> Print Name:</p> <p><u>marco manriquez</u> Signature:</p> <p><u>4/24/24</u> Date:</p>	<p><b>Approved and Agreed:</b> <u>H. Chatman</u> Executive Director, Facilities</p> <p><u>5/3/2024</u> Date:</p> <hr/> <p> Chief Systems &amp; Services Officer, Facilities</p> <p><u>5/6/24</u> Date:</p>
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Name: Benjamin Davis  
Title: President, Board of Education

Sign:  Date: 6/13/2024

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

Sign:  Date: 6/13/2024



VD - Taylor  
1-30-24

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

## CHANGE ORDER OR ALLOWANCE EXPENDITURE REQUEST (or Proposed Change Order) No. 27

**PROJECT:** Project: Campus Improvements  
School: Kaiser Childhood Development Center

**DATE:** APRIL 24, 2024

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** MAR CON BUILDERS

**DSA FILE NO.:** 1-29  
**DSA APP NO.:** 01-120416  
**OUSD PROJECT #:** 21112  
**PROJECT MANAGER:** Victor Manansala

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

See Mar Con PCO #31 and ASI 003.

Furnish & Install softsurface playmatting tiles & furnish and install solar reflecting bicycle track.

OTHER PROPOSED CHANGES TO THE CONTRACT:

\_\_\_\_\_  
\_\_\_\_\_

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$56,088.00

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

- Unforeseen Conditions
- Direction by Government Agency
- Owner Requested
- Design Omission
- Design Error
- Other: \_\_\_\_\_

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# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

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## CERTIFICATION

I, **Marco Manriquez**, declare the following:

**Mar Con Builders** has contracted with **Oakland Unified School District** for the **Kaiser CDC - Campus Improvements** Contract. **Mar Con Builders** authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for **Oakland Unified School District** regarding this Contract (such COR being dated **November 3, 2023**, requesting **\$56,088.00**), and I prepared the attached COR. I am the most knowledgeable person at **Mar Con Builders** regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Mar Con Builders**.

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Mar Con Builders**.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for **Mar Con Builders**) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed **April 24, 2024**, at **Oakland, California**.

*marco manriquez*  
[signature]  
\_\_\_\_\_  
Marco Manriquez [name of declarant]

### Approved as to Form:

\_\_\_\_\_  
OUSD Facilities Counsel

\_\_\_\_\_  
Date



# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

<p><b>Approved: Architect of Record</b></p>  <p>Lawrence Schadt</p> <p>Date: 4/25/24</p>	<p><b>Approved and Agreed: General Contractor</b></p> <p>marco manriquez</p> <p>Date: 4/25/24</p>	<p><b>Approved and Agreed:</b></p> <p>Kchat</p> <p>Executive Director of Facilities</p> <p>Date: 5/3/2024</p> <p></p> <p>Chief Systems &amp; Services Facilities</p> <p>Date: 5/6/24</p>
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**MARCON, CO.**  
 8108A Capwell Drive  
 Oakland, CA 94621  
 License #829636  
 Phone (510) 639-1914  
 Fax (510) 639-1915

**MATERIAL AND LABOR COST BREAKDOWN  
 DETAIL SHEET**

**PROJECT NAME:** Kaiser Elementary Child Development Campus Improvements  
**PROJECT NUMBER:** 434  
**CHANGE ORDER DATE.:** 10/26/2023  
**CHANGE ORDER NO.:** PCO #031

ASI 003 - Tricycle track + Play matt  
 Scope of work includes  
 1. Furnish and install softsurface playmating tiles (171 qty)  
 2. Furnisha and install solar reflecting bicycle track  
 3. Prep work for the playmat surface  
 4. Cleanup and hauld of any construction waste

**CHANGE ORDER DESCRIPTION:**

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
<b>LABOR DIRECT COSTS</b>				
Layout		24	\$ 110.69	\$ 2,656.56
Prep area for soft surface tile installation		32	\$ 110.69	\$ 3,542.08
Install tiles ( 171 qty tiles)		160	\$ 110.69	\$ 17,710.40
Cleanup		24	\$ 110.69	\$ 2,656.56
<b>TOTAL LABOR DIRECT COSTS</b>				<b>\$ 26,565.60</b>
<b>LABOR BURDEN COSTS</b>				
				\$ -
<b>TOTAL LABOR BURDEN COSTS</b>				<b>\$ -</b>
<b>LABOR MARKUP 15%</b>				<b>\$3,984.84</b>
<b>LABOR GRAND TOTAL INCLUDING DIRECT, BURDEN &amp; MARKUP COSTS</b>				<b>\$30,550.44</b>

MATERIALS			
DESCRIPTION	UNIT PRICE	QUANTITY	COSTS
Small tools and supplies			\$ 220.00
Hauling			\$ 450.00
Delivery and transportation			\$ 250.00
<b>SUBTOTAL MATERIAL (w/o Sales Tax)</b>			<b>\$ 920.00</b>
Sales Tax on Material - Ala. 10% + (Lumber 1.0%)			\$ -
<b>TOTAL MATERIAL COSTS</b>			<b>\$ 920.00</b>
<b>MATERIAL MARKUP 15%</b>			<b>\$138.00</b>
<b>MATERIAL GRAND TOTAL INCLUDING SALES TAX &amp; MARKUP</b>			<b>\$1,058.00</b>

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

Subcontractor		TOTAL
Ashplalt Impressions - Solar Reflective Caoting		\$ 7,362.50
Dura Safe		\$ 14,903.68
<b>TOTAL SUBCONTRACTOR RENTAL COSTS</b>		<b>\$ 22,266.18</b>
<b>SUBCONTRACTOR MARKUP 5%</b>		<b>\$ 1,113.31</b>
<b>TOTAL SUBCONTRACTOR DIRECT COSTS</b>		<b>\$ 23,379.49</b>
<b>BOND COSTS @ 2%</b>		<b>\$ 1,099.76</b>
<b>GRAND TOTAL INCLUDING LABOR, MATERIAL, EQUIPMENT AND MARKUPS</b>		<b>\$ 56,088</b>





**Asphalt Impressions Inc.**

8150 37th Avenue, Sacramento, CA 95824-2306  
 Phone: (916) 383.0441 Fax: (916) 381.3448  
 Internet: [www.acstamp.com](http://www.acstamp.com) CA Lic # 900385 A, C12, C32  
 NV Lic # 0087017, A

**Job Title & Location:**

Kaiser Elementary School Child Development Center  
 25 South Hill Ct  
 Oakland CA 94618

**Submitted to:**

Bidding General Contractor  
 Attn: Estimating  
 Street Address  
 City CA Zip  
 Email:

Union Signatory Contractor

Contractor's Registration #1000002092

**PROPOSAL / EXHIBIT # 23050DBG**

**Contact Information:**

Phone#: ext.  
 Mobile#:  
 Additional#:  
 Fax#:  
 Website:

We have included the following items in our proposed price:

Bid Item	Description Of Work	Quantity	UM	Unit Price	Total Price
SB01	Apply Solar Reflective Coating to Basketball Court- Four colors and leaf patterns per plan. Products shall be installed per plans and manufacturer's specifications. Pavement Coating to be StreetBond SB120.	3,108	SF	\$5.45	\$16,938.60
SB02	Apply Solar Reflective Coating to Tricycle Track- Single SR Color to be determined. Products shall be installed per manufacturer's specifications. Pavement Coating to be StreetBond SB120.	2,375	SF	\$3.10	\$7,362.50
Add Alt 1	Seal Asphalt Pavement - New and existing asphalt paving shown on sheet C2.0. Product to be 1 coat DuraShield.	38,600	Sr	\$0.73	\$28,178.00
Add Alt 2	Pressure Washing Option - Wash area referenced in Add Alt 1 above. Price based on access to onsite water. Excludes fees, SWPP Plans & water reclamation. Customer may choose to perform washing with its own forces.	1	Day	\$5,035.00	\$5,035.00
Add Alt 3	Stripe Parking Stalls - As shown on sheet C2.0; 2 handicap stalls with crosshatch, 3 stalls with stall numbers, and extension of existing tapered crosshatch. Also includes 4" white line around tricycle track. Product to be water based traffic paint. Excludes furnish and install of posts and signs.	1			5,925.00

Tricycle track cost

**Specific Conditions Unique To This Proposal:**

- Independent Investigations performed by Asphalt Impressions are provided to ascertain only if the working conditions are acceptable to proceed. We can only report what we can visually see such as contaminants on the surface or damage to the surface of the work areas. Asphalt Impressions does not report if the asphalt meets density, smoothness, elevation, or any planarity requirements.
- Excludes all work associated with furnish and install basketball posts, hoops, or any other equipment.
- Excludes removal of existing pavement markings. Existing markings to be blacked out by others, or through acceptance of Add Alt 1 above.
- Price based on completing proposed work before October 31st, 2023, per milestone 3.
- Asphalt Impressions is a GAF Certified Master Applicator and Pavement Solutions Contractor of StreetPrint® Genuine Stamped Asphalt and StreetBond® Pavement Coating Systems.
- Certain Materials and Templates, not utilized, may be custom produced for this project or can be so infrequently used that it may not be returnable or readily re-allocated to other projects in the foreseeable future. If scope of work is reduced or eliminated after procurement of custom or infrequently used materials, such items become property of customer and Asphalt Impressions will be reimbursed for the procurement costs of items purchased for contract work..

The above unit prices shall prevail. Final pay quantities shall be jointly determined by the Engineer or other representative of the Customer and the Contractor, upon completion of all work hereunder.

Item quantities included in the lump sum price are estimates only and are furnished solely for Customer's convenience. Since quantities are not provided by the engineer, our own takeoff quantities are used. If these quantities differ during construction due to an error or a change in the plans, a CHANGE ORDER will be provided to cover such changes.

Plans & Specification. The above work shall be performed in accordance with the following plans and specifications:

Per Kaiser Elementary School - Early Childhood Outdoor Learning Environment plans by Calichi Design Group, and Gelfand Partners Architects dated 1/16/2023 sheet(s) C2.0 & L5.1  
 3 Addendums Received



## The Following items are Exclusions from this Proposal

### All work associated with the furnish and placement of Asphalt Concrete.

Construction Permits, Encroachment Permits and Special Fees.

Performance or payment bonds (add 1.5% of bid to price for this requirement).

Multiple move- ins, unless noted otherwise.

Traffic Control. Asphalt Impressions will protect our work zone with cones only. All closures, detours, and other devices, flaggers, etc. are excluded.

Weekend or overtime work, unless noted otherwise.

Striping, Signage and Pavement Markings.

Providing multiple move-ins and working in shorter time limits with loss of estimated productivity due to cooler temperatures and unfavorable weather conditions. Responsibility for job delays due to customers schedule to install products during unfavorable weather conditions.

Responsibility for accelerated coating wear if customer opens the roadway surface to traffic before the polymers in the coating have set up or the thermoplastics have sufficiently cooled and hardened.

Responsibility for variations in color between samples and finished product.

Phasing of work areas for convenience of others which affects productivity requirements (unless stated above in work description).

When work is barricaded after completion of colorbonding, responsibility for damages made by unauthorized entry into the protected area.

Water washing or Steam - Cleaning pavement of foreign materials unless specified in scope of work. Dirt, Pre-existing Diesels and Oils on Pavement will prevent desirable results for which Asphalt Impressions will not be responsible.

Guarantees for products to adhere to Oil Spots or other foreign materials on pavement.

Guarantees of satisfactory results from StreetPrinting over Seal Coats. Removal of Seal Coat by Sandblasting or other means.

Notification to Seal Coaters and Stripers of the requirement not to Seal Coat or Stripe in enhancement areas.

Costs incurred for Returning Materials and Templates ordered specific for project. Manufacturers charges for restocking fees along with associated freight charges for changes made after procurement of the contract materials and templates.

Product application over utility boxes and Manhole lids (utility boxes and manhole covers will not be colorbonded unless specifically directed to do so).

Product application within 28 days over newly placed Portland Cement Concrete.

Surface Contaminants such as free form release agents, accelerators, and/or surface hardeners must not be applied to Portland Cement Concrete or must be removed prior to application of coating materials.

## Payment Terms / General Conditions / Warranty / Product Warranty / Insurance / Legal Clarifications

### Payment Terms

PAYMENT IS DUE UPON COMPLETION AND PAST DUE AFTER THIRTY (30 ) DAYS from Invoice date.

The Customer agrees to pay late charges on any billings not paid when due, from the due date until paid, at the rate of 18% per annum or the maximum rate allowed by law, whichever is less.

If a project is of longer duration (more than 30 days), Asphalt Impressions shall receive progress payments monthly in proportion to the amount of work completed. In order to receive progress payments, Asphalt Impressions will furnish the customer a schedule of values for the contract agreement work items. Within Ten (10) days after Customer receives a statement from Asphalt Impressions setting forth the proportionate part of the work which Asphalt Impressions' estimate shows to have been earned during the period covered by such statement, Customer will pay to Asphalt Impressions the amount set forth by such progress statement. The Customer may elect to hold a retainage of up to 10% of the value of the work performed as security until all work has been completed. Retainage will become due thirty five (35) days after final completion of the work performed for the project.

For Multi-Year Duration Projects, Asphalt Impressions elects the following special payment conditions that will apply to this contract: Asphalt Impressions shall be paid in full (100%) 35 days after completion of all items of work covered by this contract. This shall apply even if the work has not been accepted by the governing agency or client, if such delay is due to items of work not included in our contract, the amount of retention held by the Customer shall be reduced from 10% to 2%. The Remaining 2% due Asphalt Impressions shall be paid within thirty-five (35) days after completion of the minor punch list items.

Upon satisfactory payment being made for any portion of the work performed, if requested, Asphalt Impressions shall furnish a full and unconditional release from any claim or mechanic's lien for that portion of the work for which payment has been made.

In the event payment is not made to Asphalt Impressions at the times and in the amounts provided for in this agreement, Asphalt Impressions may, upon three (3) working day's written notice, elect to suspend work until payment on the amount owing has been received. If this occurs Asphalt Impressions' time for performance shall be extended appropriately and its reasonable costs of shut down, delay, and start-up shall be paid and the contract adjusted accordingly.

Prior to commencement of work, Customer shall furnish Asphalt Impressions with written confirmation from his lender or bank that sufficient funds have been committed and will be available to make payments called for under this agreement. Furnishing this written confirmation to Asphalt Impressions to act is a condition precedent to the obligation of Asphalt Impressions to perform under this agreement. This provision is solely for Asphalt Impressions' protection and shall not limit Asphalt Impressions' right to receive payment for its work if it proceeds with work without, or prior to receipt of the written confirmation.

**PRICE ESCALATION:** Customer acknowledges that national and regional supply shortages for the raw material necessary for the production and delivery of Materials and operation of machinery may occur and that the prices for oil, liquid propane, gasoline, diesel and natural gas (collectively "Fuel") as well as Plastics, Metals, Liquid Asphalt, Portland Cement, and Aggregates (collectively "Elements") may increase during the term of any Quote. In the event that Asphalt Impressions incurs cost increases in Fuel or Elements, Asphalt Impressions shall have the right to increase the price of the proposal by the same percentage of the cost increase passed on by Seller of Fuel and Elements to Asphalt Impressions. The ability to escalate the price for fuel and elements also applies through the duration of the contract period. The bid price for materials from suppliers is cost basis and will be furnished upon request in the event of a material escalation event.

### General Conditions

Changes in Work: Customer may from time to time by instructions or drawings issued to Asphalt Impressions, make changes in the scope of work, issue additional instructions, request additional work or direct the omission of work previously ordered, and the provisions of this agreement shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original agreement. The price or the formula for establishing the price for such work will be set forth in a written change order, either prior to the commencement or as soon as practical thereafter.

Unavoidable Delays - Extension Of Time: In the event Contractor shall be delayed in the performance of the work under this contract by causes beyond the control of the contractor, and without the fault or negligence of the contractor, including but not limited to change orders, acts of god or of the public enemy, acts of government, fire, flood, strikes, inclement weather, unsuitable ground conditions or delays caused by Vendors and other Contractors, Contractor shall have such period of time to complete the performance of this contract as shall be necessary as a result of any such causes.

Extra costs incurred due to loss of production or delays outside the control of Asphalt Impressions will be paid based on documentation provided.

### Warranty

All installation work/services Asphalt Impressions performs is non structural and for cosmetic appearance only. The following language is required to be incorporated into the agreement:

#### Asphalt Impressions' Obligations and Representations in regards to Stamped & Coated Asphalt:

Asphalt Impressions stipulates that its work is nonstructural and for cosmetic appearances only. The enhancements application of imprinting patterns, through softening of the asphalt surface with infra-red heaters and compacting steel templates to make a pattern does not constitute any responsibility for the structural integrity of the pavement. Enhancements with applied asphalt coatings will wear over time due to the elements and the abrasive effects of traffic. Due to the varying nature of elements and traffic effects, in no way is it assumed or implied that enhancements provided by Asphalt Impressions are designed to last for any specified time period. Asphalt Impressions is not liable for the utilization of asphalt enhancement services provided. Asphalt Impressions makes no representations for the functionality of the products used and services provided.

### Product Warranty



**StreetBond Product Limited Warranty** - Asphalt Impressions Inc. (herein named Applicator) and Siplast ( herein named Manufacturer) hereby warrant that StreetBond coatings will be free from Applicator's and Manufacturer's defect for a period of one (1) year from the date of installation. Applicator installation defect will be determined after ruling out negative installation conditions and procedures which were outside the control of the Applicator. Manufacturer's defect will be determined by ASTM procedures to test a retained sample and/or batch against key properties such as abrasion resistance, adhesion and flexibility. The liability will be limited to replacement of product found defective and will not be liable for any consequential or incidental damages incurred. StreetBond Warranty does not cover:

- Typical coating wear.\*
- Adhesion failure due to contaminants on the surface.
- Damage or failure due to pavement breakdown.
- Damage caused by impact.
- Failure due to wrongful installation or failure caused by factors outside the control of Applicator.

\*The length of time before recoating will vary depending upon traffic levels, abrasive materials, thickness of installed product, ambient temperatures during installation and length of time allowed for product to fully cure before being exposed to traffic.

**StreetBond Accredited Applicator Extended Limited Warranty Program** - Asphalt Impressions Inc. (herein named Applicator) is recognized as an Accredited Applicator with Siplast ( herein named Manufacturer). Applicator and Manufacturer hereby warrants that StreetBond coatings will be free from Applicator's and Manufacturer's defect for a period of three (3) years for Vehicular Applications and five (5) years for Pedestrian and Residential Applications from the date of installation as long as the recommended application rates are correctly and clearly specified for the project. Vehicular traffic counts must be estimated for proper specifications and confirmed to identify if there are warranty issues. Prior to entering into an agreement with Applicator it is incumbent on the Customer to determine that the specifications are satisfactory. Applicator is not a specification designer. Upon request, Applicator will furnish Customer recommended coating coverage application rates. Upon request from Customer, Applicator will submit completed project information and extended warranty request to the Manufacturer. Upon acceptance, Manufacturer will issue extended warranty which will be valid when Manufacturer, Applicator and Customer execute the warranty document.

**TrafficScapes / EnnisPaint Inc. ( dba Ennis Flint ) Limited Warranty** -11. WARRANTIES - Ennis Flint (herein named Seller) warrants to Asphalt Impressions and Customer named on this proposal (herein named Buyer) that, as of the date of shipment by Seller, the products shall conform to Seller's standard specifications for such products or to such other specifications as may have been expressly agreed to in this Agreement, and the products shall be delivered free from any lawful security interest, lien or other encumbrance. Said warranty and any associated liability shall be null and void if Buyer applies the products prior to receipt of all required approvals and/or independent laboratory test results. Further, if sampling is required to obtain approval or tests results, Buyer must provide evidence reasonably acceptable to Seller that the techniques used to obtain such samples were in strict compliance with Seller's stated procedure for such sampling. Failure to comply with sampling procedures will negate any warranty and associated liability. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY DOES NOT WARRANT THE ACCURACY OR SUFFICIENCY OF ANY ADVICE OR RECOMMENDATIONS GIVEN TO BUYER IN CONNECTION WITH THE SALE OF PRODUCTS HEREUNDER, EXCEPT AS OTHERWISE EXPRESSLY REFLECTED IN THIS AGREEMENT. 12. LIMITATION OF SELLER'S LIABILITY - NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL SELLER BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY EXEMPLARY, PUNITIVE, REMOTE, SPECULATIVE, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OR LOSS OF PROFITS, AND NO CLAIM SHALL BE MADE OR AWARDED AGAINST SELLER, FOR ANY SUCH DAMAGES OR LOSS OF PROFITS. Except as provided in Section 11 and this Section 12, Seller shall not be liable for damages of any kind including, but not limited to, product performance in Buyer's application(s). In addition, Seller will not be liable for removal and/or replacement of reflective products or retro reflective characteristics of any installed Seller's products unless agreed to in writing by the parties. In no event will Seller be liable for any claims related to the products after the products have been incorporated into any other product or subject to further processing. Such incorporation or such processing shall be deemed to be a waiver of all claims by Buyer. SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS, WHETHER IN LAW OR IN EQUITY OR WHETHER IN CONTRACT OR IN TORT, AND WHETHER BASED UPON NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT OR EQUITABLE PRINCIPLES, OR OTHERWISE, IS EXPRESSLY LIMITED TO, AT BUYER'S OPTION, REPLACEMENT OF THE PRODUCTS WITH RESPECT TO WHICH DAMAGES ARE CLAIMED, OR REPAYMENT OF THE PURCHASE PRICE FOR THE PORTION OF THE PRODUCTS WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. All claims of any kind arising in connection with this Agreement or the sale or use of the products shall be deemed waived unless made in writing within 60 days of the earlier of the date of Seller's delivery or the date fixed for delivery in the event of nondelivery. Seller shall be given, and any claim shall be subject to Seller being provided, a reasonable opportunity to investigate the products subject to any claim.

Commercial General Liability Coverage - Customer acknowledges Asphalt Impressions is proposing to provide services based on risk insurance coverages in effect at the time of the proposal. The coverages could be construed as standard for the industry. However; there are no representations made herein that the coverages in effect from time to time may meet the coverage requirements of the customer. Upon request, Asphalt Impressions can furnish its evidence of insurance along with its supplementary declarations and exclusions that are applicable to services performed in the State Of California.

## Insurance

Commercial General Liability Coverage - Customer acknowledges Asphalt Impressions is proposing to provide services based on risk insurance coverages in effect at the time of the proposal. The coverages could be construed as standard for the industry. However; there are no representations made herein that the coverages in effect from time to time may meet the coverage requirements of the customer. Upon request, Asphalt Impressions can furnish its evidence of insurance along with its supplementary declarations and exclusions that are applicable to services performed in the State Of California.

Asphalt Impressions, Inc. agrees to defend, indemnify and hold harmless the Party we are under contract with, The Prime contractor and the Owner from all claims, damages, fees and costs arising out of the execution of Asphalt Impressions' work under this agreement, to the extent caused by Asphalt Impressions' negligence, acts, errors or omissions in its performance arising from its operations. Asphalt Impressions' defense and indemnity obligations shall be limited to its percentage fault for the claim within the insurance coverage provided.

If Asphalt Impressions is required to agree to enter into an **Owner Controlled Insurance Program (OCIP)** then the following language shall be made a part of any such agreement:

1. For any contract less than \$250,000 in value, the party contracting with Asphalt Impressions will pay any and all policy deductibles and/or claims for Self-Insured Retention (SIR) costs that may be made to Asphalt Impressions; and
2. The party contracting with Asphalt Impressions shall agree to unconditionally defend, indemnify, and hold harmless Asphalt Impressions, its officers, directors, shareholders and employees against any claims, demands, causes of action, and damages (including court costs, attorney fees, and costs) of any kind or nature arising out of, directly or indirectly, Asphalt Impressions' scope of work (including materials provided).

This agreement to defend and indemnify Asphalt Impressions from any third party claims shall supersede and control over any defense and indemnity provisions contained in any agreement as between Asphalt Impressions and the contracting party.

## Legal

Should either party bring suit in court to enforce any of the terms hereof, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees, expert fees and court costs. In the event the parties become involved in litigation or arbitration with each other arising out of this Agreement or the performance thereof in which the services of an attorney or experts are reasonably required, the prevailing party shall be fully compensated by the non-prevailing party for the cost of its participation in such proceedings, including the cost incurred for attorneys' fees, experts' fees, arbitration fees and costs and arbitrator fees and costs. Unless judgment goes by default, the attorneys' fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorneys' fees, arbitrator fees and all costs actually incurred in good faith, regardless of the size of a judgment, it being the intention of the parties to fully compensate for all attorneys' fees, arbitrator fees, experts' fees and all costs paid or incurred in good faith.

Asphalt Impressions, Inc. **disclaims** any and all liability for any work performed by other subcontractors not under contract with Asphalt Impressions and any work outside of the scope of the work specified.

**RESOURCE SHORTAGES:** Customer acknowledges that regional resource supply shortages may occur due to Social Unrest, Political Upheavals, Wars, Pandemics, Epidemics, Fires, Floods and Earthquakes. Resources such as Labor, Trucking, Materials, Equipment and Subcontractors may become in limited supply. In the event that Asphalt Impressions experiences resource shortages associated with causes outside its control, Asphalt Impressions shall be given additional time on the schedule to complete its work.



**EPIDEMIC RIDER:** Notwithstanding any provision(s) of this Contract, if as a direct or indirect result of any virus, disease, contagion, including but not limited to COVID-19 (individually or collectively, "Epidemic"), Contractor's work is delayed, disrupted, suspended, or otherwise impacted, including, but limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Contractor's workforce or that of its subcontractors and/or unavailability of labor; (3) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions, and/or directives; (4) Owner restrictions and/or directives; and/or (5) fulfillment of Contractor's health and safety obligations associated with an Epidemic; then Contractor shall be entitled to an equitable adjustment to the Contract schedule and duration to account for such disruptions, suspensions, and impacts. To the extent any of the causes identified herein results in an increase in the price of labor, materials, or equipment used in the performance of this Contract, or other costs of performance of the Contract, Contractor shall be entitled to an equitable adjustment to the Contract price for such increases, provided Contractor presents documentation of such increases (including the original prices and/or estimates) and evidence of Contractor's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/non-impacted prices and/or estimates.

All material is guaranteed to be as specified and are subject to their limited warranty. All work to be completed in a workmanlike manner according to manufacturers recommendations and standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

For: Asphalt Impressions, Inc.

Estimator: \_\_\_\_\_

\_\_\_\_\_

Reviewed by: \_\_\_\_\_

**Acceptance of Proposal by Customer**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Asphalt Impressions will be paid as outlined within this proposal. Acceptance represents that owner has read and understood, and relies thereon on this entire document.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_



# Quotation

18-Oct-2023

Quote No.: Q108303-6-TP



**Attn:** Mandar Walke  
**Customer:** MarCon Builders, Inc.  
**Address:** 8108 A Capwell Dr.  
**City/State:** Oakland, CA 94621

**Project:** OUSD-Kaiser ECE  
**Phone:** 510-300-5303  
**Fax:**  
**E-mail:** Mandar@marconcompany.com

**Contact SSI:**  
 800.263.2363 / Fax 519.882.2697

**Project Contact:**  
**Phone / Fax:**

## Area No. 1 of 1 - OUSD-Kaiser ECE

**Installation Site:** OUSD-Kaiser ECE  
**Address:** 25 S Hill Ct  
**City / State:** Oakland, CA 94618

**Ship To:** OUSD-Kaiser ECE  
**Address:** 25 S Hill Ct  
**City / State:** Oakland, CA 94618

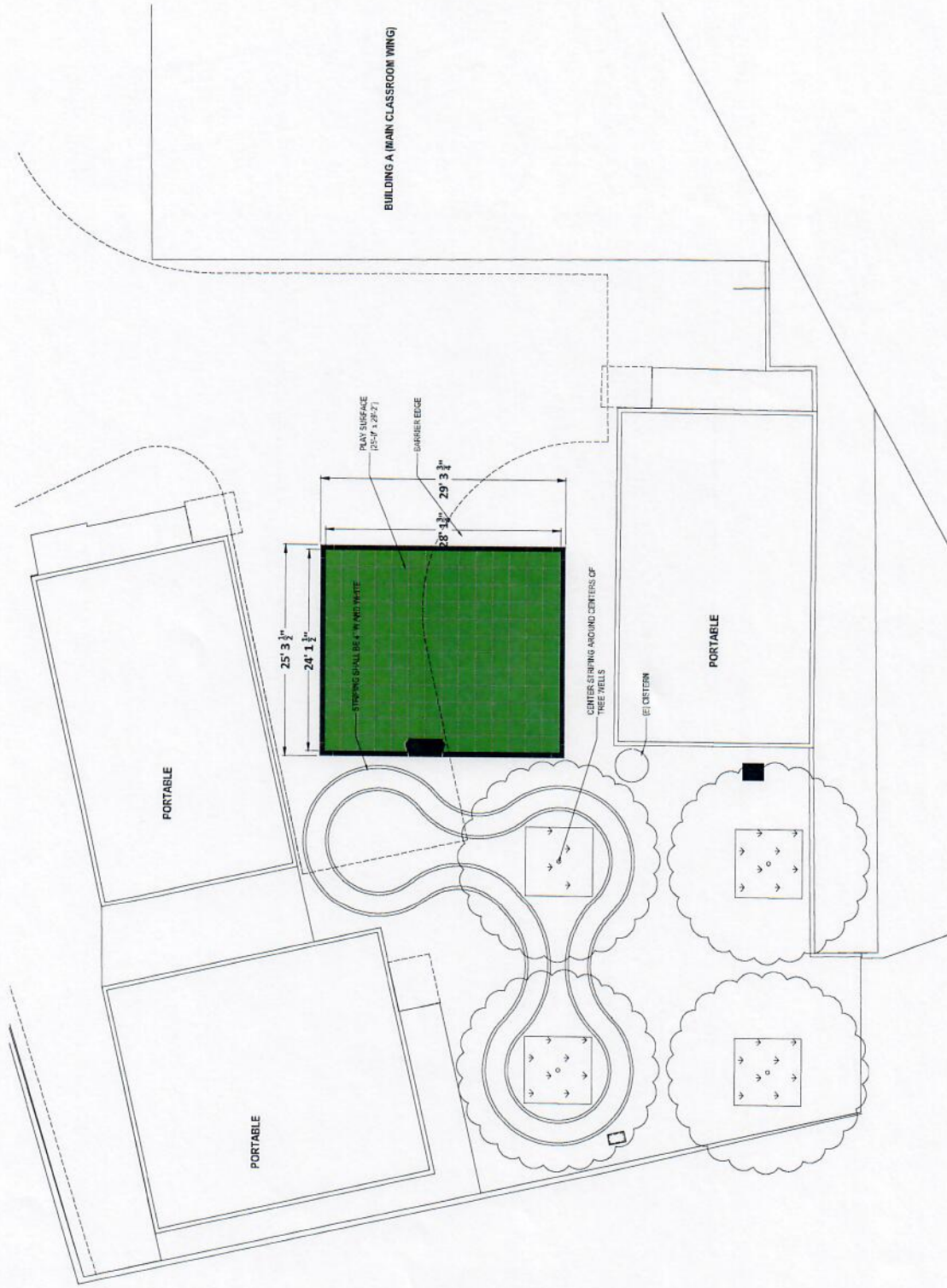
Unit	Qty.	Color	Description	Thickness	Drop Ht.	Weight	List Price	Total Weight	Total List	Unit Cost
Each	171	Forest Green	DuraSAFE "Premium"	2.00"	3' 0"	25.00	\$59.00	4275.00	\$10,089.00	\$50.15
Each	26	Midnight Black	SoFRAMP® KL "Plus" (DS)	2.00"		13.02	\$50.34	338.52	\$1,308.84	\$50.34
Each	2	Midnight Black	SoFRAMP® KL "Plus" (DSD) (ADA side transitions)	2.00"		13.02	\$0.00	26.04	\$0.00	\$0.00
Each	4	Midnight Black	SoFRAMP® KL "Plus" Outside Corner	2.00"		13.02	\$50.34	52.08	\$201.36	\$50.34
Each	1	Midnight Black	SoFRAMP® KL "Plus" ADA	2.00"		35.44	\$194.65	35.44	\$194.65	\$194.65
Each	45		Adhesive - Tile to Tile (tube) (Black)			1.65	\$11.00	74.25	\$495.00	\$11.00
Each	1		Bostik Greenfusion Adhesive - Tile to Base			56.80	\$250.00	56.80	\$250.00	\$250.00
Each	7		Polyurethane Foam Sealant			1.17	\$16.00	8.19	\$112.00	\$16.00
Each	1		Special Setup Charge			0.00	\$100.00	0.00	\$100.00	\$100.00

**Quote Type:** DuraSAFE Material Only  
**Sub Base Type:** Asphalt - scarified per instructions  
**Area (Sq. Ft.):** 735



# Tile Layout - Area N° 1 - OUSD-Kaiser ECE

Area (Sq. Ft.): 735



X The material quantities proposed are based on this layout. If the layout is altered, this may influence the quantities needed for a successful installation. Please initial that you understand and agree.



<p>Pallets: 3      Weight: 5122</p> <p>Dealer: Marturano Recreation Company - Sea Girt, NJ</p> <p>Shipping Options: Need Van, Residential Delivery, Need 48 hr. Notification</p> <p><i>Please note that appropriate equipment (ie: forklift and/or manpower, pallet jack and chain if necessary), will be required at delivery site.</i></p> <p><i>15% Restock fee and shipping for plus tiles. No returns on premium tiles.</i></p> <p><i>The drawings within this quote are based on measurements supplied to sofSURFACES and are not professional engineered drawings. It is the project manager's responsibility (not sofSURFACES or its dealer) to provide sofSURFACES with correct measurements and to ensure that all site specifications and site preparations (including without limitation slopes, ramps, and transition components) are compliant with local building codes, and prepared to sofSURFACES' requirements.</i></p>	<p>Total List Price: \$12,750.85</p> <p>Discount 15.00% <b>(\$1,513.35)</b></p> <p>Total (After Third Party Discount): \$11,237.50</p> <p>Shipping and Handling Charge: \$2,514.33</p> <p>Sub Total: \$13,751.83</p> <p>CA: 6.00%</p> <p>CALAMEDA: 0.25%</p> <p>DOAKLAND: 4.00%</p> <p>Total in USD Funds: \$14,903.68</p> <p>Cost per sq.ft.: \$20.28</p>
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Finance Options Available

\*Estimated Monthly Payment, 1 Year Term: Min. Order = \$10,000.00 \$1,119.38 USD

\*Monthly payment based on minimum 15% down deposit. Final Rate subject to OAC. For more information please contact our Finance Controller at 1-800-263-2363 or m.patterson@sofsurfaces.com.

FOR MAILED US PAYMENTS:      FOR COURIERED US PAYMENTS:      FOR CANADIAN PAYMENTS:

Sof Surfaces Inc.      Sof Surfaces Inc.      Sof Surfaces Inc.

Dept CH 19173      5505 N Cumberland Avenue, STE 307      4393 Discovery Line

Palatine, IL 60055-9173      Chicago, IL 60656-1471      Petrolia, ON, N0N 1R0

Undersigned for MarCon Builders, Inc. accepts the terms and conditions which apply to this quotation.



**X**

SIGNED

Mandar Walke

Quote valid for 60 days.

DATE







Jorge De Anda (Consultant) &lt;jorge.deanda@ousd.org&gt;

---

**Re: [EXTERNAL] Re: Job 434 - Kaiser Elementary - Change order #31 & #34**

---

Pawan Bagul &lt;pawan@marconcompany.com&gt;

Mon, Feb 12, 2024 at 2:15 PM

To: "Jorge De Anda (Consultant)" &lt;jorge.deanda@ousd.org&gt;

Cc: "victor.manansala@ousd.org" &lt;victor.manansala@ousd.org&gt;, John Spencer &lt;johns@marconcompany.com&gt;, Mandar Walke &lt;Mandar@marconcompany.com&gt;

Hi Jorge,

Reducing the hour to 204 will be very challenging, and we may lose money if we do so. See below for a better explanation.

**Layout 24hr.**

1. Crew of 2 for 1 day, total 16 hours: To do the layout of the play matt, which includes the measurement, coordination with the facility, caulk marking, etc.
2. 2guys 4 hours, total 8 hours: will do the tricycle layout.

Which brings us to a total of 24 hours, and we think it's the bare minimum we have to keep.

**Prep area for soft surface tile installation:**

1. Crew of 3 for 1 day, total 24 hours: This work involves gathering all the material for the installation of play mats, driving to the home depot to pick up small tools and supplies, opening the pallet, and arranging it on the job site.
2. 2 guys 4 hours, total 8 hours: this work involves making the tri-cycle site ready for stripping and cleanup of any loose material; sometimes it may require power washing due to loose dirt and dust.

**Install Tiles:**

1. We have less than 1 hour per tile. A crew of two will have less than 0.5 hours to install 1 tile. This work usually includes applying glue to the tile with a glue gun and setting it up in the correct location. We also have to count some hours for errors or existing conditions.

**Cleanup:**

1. Crew of 2 guys for 1 day, total 16 hours: This work involves cleaning the tile of any glue residue after setting it up. Add protection around it to make sure no one steps on it until it dries. Remove the temp protection after the glue dries. Cleanup again before turning it to the facility for final inspection.
2. 2 guys 4 hours, total 8 hours: basically similar work mentioned above.

Hopefully this explanation helps to visualize the scope of work better. We already installed four play-matt for OUSD a year ago. We are aware of the time required and the exact amount of work involved. We also did not add any costs for the bobcat, which will be required to move the tile pallet ( which if you do math per OUSD approved rate of 87\$ for 80hr = \$ 6,400 ).

If you still have any further questions, please feel free to reach out to me at (510 798-1879).

*Thank you,*



**Pawan Bagul • Assistant Project Manager/Estimator**



Cell: (510) 798-1879 | Office: (510) 639-1914 EXT 1004 | Fax: (510) 639-1915  
8108A Capwell Dr, Oakland, CA 94621  
Web: <https://www.marconbuilders.com/>  
General Contractor | Commercial Flooring | C-15 Flooring | C-6 Carpentry | C-9 Drywall  
MBE, DBE, SLBE, SLEB, Port of Oakland, ACTA/ACTIA, WRMSDC

For ALL INVOICES - Please send an email to [accounting@marconcompany.com](mailto:accounting@marconcompany.com)  
For SUB's / VENDORS – MUST have an executed contract, Vendor Forms, and W-9  
prior to processing any Payment.

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**From:** Jorge De Anda (Consultant) <[jorge.deanda@ousd.org](mailto:jorge.deanda@ousd.org)>  
**Sent:** Monday, February 12, 2024 1:24 PM  
**To:** Pawan Bagul <[pawan@marconcompany.com](mailto:pawan@marconcompany.com)>  
**Cc:** [victor.manansala@ousd.org](mailto:victor.manansala@ousd.org) <[victor.manansala@ousd.org](mailto:victor.manansala@ousd.org)>; John Spencer <[johns@marconcompany.com](mailto:johns@marconcompany.com)>;  
Mandar Walke <[Mandar@marconcompany.com](mailto:Mandar@marconcompany.com)>  
**Subject:** Re: [EXTERNAL] Re: Job 434 - Kaiser Elementary - Change order #31 & #34

Hello Pawan,

Please see the attached comments from the revised PCO #31.

Thank you,

**Jorge De Anda**

Project Engineer



300 Frank H. Ogawa Plaza, Suite 239

Oakland, CA 94612

C: (510) 701-7758

On Thu, Nov 2, 2023 at 5:06 PM Pawan Bagul <[pawan@marconcompany.com](mailto:pawan@marconcompany.com)> wrote:

Hi Jorge,

Please see attached revised PCO #31 R1.



Thank you,



Mar Con Builders  
  

**Pawan Bagul • Assistant Project Manager/Estimator**

Cell: (510) 798-1879 | Office: (510) 639-1914 EXT 1004 | Fax: (510) 639-1915

8108A Capwell Dr, Oakland, CA 94621

Web: <https://www.marconbuilders.com/>


General Contractor | Commercial Flooring | C-15 Flooring | C-6 Carpentry | C-9

Drywall

MBE, DBE, SLBE, SLEB, Port of Oakland, ACTA/ACTIA, WRMSDC

For ALL INVOICES - Please send an email to [accounting@marconcompany.com](mailto:accounting@marconcompany.com)

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 [cid:image005.jpg@01D491F1.65F025D0](#) Please consider the environment before printing this email

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**From:** Pawan Bagul

**Sent:** Friday, October 27, 2023 1:44 PM

**To:** [victor.manansala@ousd.org](mailto:victor.manansala@ousd.org) <[victor.manansala@ousd.org](mailto:victor.manansala@ousd.org)>; [jorge.deanda@ousd.org](mailto:jorge.deanda@ousd.org) <[jorge.deanda@ousd.org](mailto:jorge.deanda@ousd.org)>

**Cc:** Marco Manriquez <[marco@marconcompany.com](mailto:marco@marconcompany.com)>; Jay Alvarez <[jay@marconcompany.com](mailto:jay@marconcompany.com)>; John Spencer <[johns@marconcompany.com](mailto:johns@marconcompany.com)>; Mandar Walke <[Mandar@marconcompany.com](mailto:Mandar@marconcompany.com)>; Joanne Au <[joanne@marconcompany.com](mailto:joanne@marconcompany.com)>

**Subject:** Job 434 - Kaiser Elementary - Change order #31 & #34

Hi Victor and Jorge,

Please see attached

- PCO #031 - ASI 003 - Tricycle track + Play matt
- PCO #34 - Clock Speaker

Let me know if you have any questions.

Thank you,



Mar Con Builders



**Pawan Bagul • Assistant Project Manager/Estimator**

Cell: (510) 798-1879 | Office: (510) 639-1914 EXT 1004 | Fax: (510) 639-1915

8108A Capwell Dr, Oakland, CA 94621

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General Contractor | Commercial Flooring | C-15 Flooring | C-6 Carpentry | C-9

Drywall

MBE, DBE, SLBE, SLEB, Port of Oakland, ACTA/ACTIA, WRMSDC

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OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT  
PROJ # 21112

PCO#031 R2 PER ASI 003 - TRICYCLE TRACK + PLAYMATING

To: V. MANANSALA/CM  
From: Emil Vinuya/Chief Cost Estimator  
Date: 15-Feb-24

General Comments:

1 GENERAL CONTRACTOR: MARCON BUILDERS

Per Contract General Conditions, Bond & Insurance Premium is 1.5% not 2% used by GC/Marcon.

2 SUBCONTRACTOR: ASPHALT IMPRESSIONS

Cost proposal by Sub/Asphalt Impressions for tricycle track coating appears reasonable.

3 SUBCONTRACTOR: DURA SAFE

Cost provided by Dura Safe to furnish playmatting materials appears reasonable consistent with other pprojects.

4 GENERAL CONTRACTOR's COST PROPOSALS \$ 56,088.00

**ESTIMATED CONSTRUCTION COST FOR PCO#031 R2 \$ 55,812.75**



## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR  
LEARNING ENVIRONMENT**  
Oakland, CA

Project Number: 21112  
Date: 12-Feb-24

Description : **PCO#031 R1  
PER ASI 003 - TRICYCLE TRACK + PLAYMATING**

Reference Drawing: Cost Proposal dated on 10/26/2023  
GEN. CONTRACTOR: MARCON BUILDERS

	B) Total Material General Contractor's Carpenter/. Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 22,580.76	\$ 860.00	\$ -		\$ 23,440.76
4				
5				
6				
7 \$ 22,580.76	+ \$ 860.00	+ \$ -		= \$ 23,440.76
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25% .....	of Total Material:	Incl.
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 23,440.76</b>
14				
15	General Contractor OH &P:	15.00% *	Total Cost	\$ 3,516.11
16				
17			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 26,956.87</b>
18				
19			<b>Subcontractor's Cost - ASPHALT IMPRESSIONS</b>	<b>\$ 7,362.50</b>
20			<b>Subcontractor's Cost - DURA SAFE</b>	<b>\$ 14,903.68</b>
21				
22			<b>SUBTOTAL</b>	<b>\$ 22,266.18</b>
23	General Contractor OH&P on Sub Cost:	5.00% *		\$ 1,113.31
24			<b>Subtotal</b>	<b>\$ 23,379.49</b>
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
26	Gen Contractor Bond & ins.:	1.50%		\$ 755.05
24				
25			<b>TOTAL PROBABLE CONSTRUCTION COST - MARCON BUILDERS</b>	<b>\$ 51,091.41</b>



## Detailed Estimate

CO#02

KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT												
										Date: 2/12/2024		
No.	PCO#031 R1				LABOR COST			MATERIAL COST				
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
<b>GEN CONTRACTOR:</b>		<b>MARCON BUILDERS</b>										
<b>Project Description:</b>		<b>PER ASI 003 - TRICYCLE TRACK + PLAYMATING</b>										
1	<b>SCOPE OF WORK:</b>											
2	Layout	735	SF	0.02	16.00							
3	Prepare	735	SF	0.04	32.00							
4	Install Softiles	202	EA	0.693	140.00							
5	Clean-up	735	SF	0.022	16.00							
6					204.0							
7												
8	<b>MATERIALS:</b>											
9	Small tools	1.00	EA	0.00	0.00			\$ 220.00	\$ 220.00			
10	Hauling	1.00	EA	0.00	0.00		5.68	\$ 420.00	\$ 420.00			
11	Delivery & transportation	1.00	EA	0.00	0.00			\$ 220.00	\$ 220.00			
12												
13	<b>LABOR:</b>											
14	Carpenter/JM	3.00	EA	68.00	204.00	\$ 110.69		\$ 22,580.76				
15	Laborer	0.00	EA	0.00	0.00	\$ 78.64		\$ -				
16												
17												
18												
19												
20												
21												
22												
23	<b>EQUIPMENT:</b>											
24	NOT USED											
25												
26												
27												
28												
29												
30												
31												
31												
32	<b>SHEET TOTALS</b>				204.00	\$ 110.69		\$22,580.76	\$ 860.00		\$ -	



## COST ESTIMATE SUMMARY

Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT KAISER CHILD DEVELOPMENT CENTER OUTDOOR	Project Number:	21112
PCO#02	LEARNING ENVIRONMENT Oakland, CA	Date:	12-Feb-24

Decription : PCO#031 R1  
PER ASI 003 - TRICYCLE TRACK + PLAYMATING  
SOLAR REFLECTIVE COATING

Reference Drawing: Cost Proposal dated on 10/26/2023  
SUBCONTRACTOR: ASPHALT IMPRESSIONS

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 3,474.80	\$ 3,218.13	\$ -		\$ 6,692.93
4				
5				
6				
7 \$ 3,474.80	+ \$ 3,218.13	+ \$ -		= \$ 6,692.93
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25% .....	of Total Material:	Incl.
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 6,692.93</b>
14				
15	General Contractor OH, B&IP, &P:	10.00% *	Total Cost	\$ 669.29
16		*(Overhead & Profit)		
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 7,362.22</b>
19				
20			<b>Subcontractor's Cost - None</b>	<b>\$ -</b>
21	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
22				
23	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
24	Subcontractor Bond & ins.:			\$ -
22				
23	<b>TOTAL PROBABLE CONSTRUCTION COST - ASPHALT IMPRESSIONS</b>			<b>\$ 7,362</b>



## Detailed Estimate

CO#02

KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT										
										Date: 2/12/2024
No.	PCO#031 R1				LABOR COST		MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost
<b>SUBCONTRACTOR:</b>		<b>ASPHALT IMPRESSIONS</b>								
<b>Project Description:</b>		<b>PER ASI 003 - TRICYCLE TRACK + PLAYMATING</b>								
1	<b>SCOPE OF WORK:</b>									
2	Provide & Apply Solar reflective									
3	Coating	2375	SF							
4										
5	<b>MATERIALS</b>									
6	Solar Reflective Coating	2375.00	SF	0.0170	40.38			\$ 1.36	\$ 3,218.13	
7										
8										
9										
10	<b>LABOR:</b>									
11	Painter/JM	1.00	EA	40.00	40.00	\$ 86.87	\$ 3,474.80			
12										
13										
14										
15										
16	<b>EQUIPMENT:</b>									
17	Not Used									\$ -
18										
19										
20										
21										
22	<b>SHEET TOTALS</b>				40.00	\$ 86.87	\$3,474.80	\$ 3,218.13		\$ -



## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR  
LEARNING ENVIRONMENT  
Oakland, CA**

Project Number: 21112

PCO#02

Date: 12-Feb-24

Decription : **PCO#031 R1  
PER ASI 003 - TRICYCLE TRACK + PLAYMATING  
PROVIDE PLAYMATTING MATERIALS**

Reference Drawing: Cost Proposal dated on 10/26/2023  
SUBCONTRACTOR: DURASAFE

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ -	\$ 13,751.83	\$ -		\$ 13,751.83
4				
5				
6				
7 \$ -	+ \$ 13,751.83	+ \$ -		= \$ 13,751.83
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25% .....	of Total Material: \$	1,151.79
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 14,903.68</b>
14				
15	General Contractor OH, B&IP, &P:	0.00% *	Total Cost	Included
16		*(Overhead & Profit)		
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 14,903.68</b>
19				
20			<b>Subcontractor's Cost - None</b>	<b>\$ -</b>
21	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
22				
23	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
24	Subcontractor Bond & ins.:			\$ -
22				
23			<b>TOTAL PROBABLE CONSTRUCTION COST - DURASAFE</b>	<b>\$ 14,903.68</b>



## Detailed Estimate

CO#02

KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT												
											Date: 2/12/2024	
No.	PCO#031 R1						LABOR COST		MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
<b>SUBCONTRACTOR:</b>		<b>DURASAFE</b>										
<b>Project Description:</b>		<b>PER ASI 003 - TRICYCLE TRACK + PLAYMATING</b>										
1	<b>SCOPE OF WORK:</b>											
2	Raise existing drainage inlet with a new inlet top	1	LOC									
3												
4												
5	<b>MATERIALS</b>											
6	Furnish playmatting materials	735.00	SF	0.00	0.00			\$ 15.29	\$ 11,237.50			
7	Shipping & handling charge	22.37%						\$ 11,237.5	\$ 2,514.33			
8												
9												
10												
11												
12	<b>LABOR:</b>											
13	Not Used	0.00	EA	0.00	0.00	\$ -	\$ -					
14												
15												
16												
17												
18												
19												
20	<b>EQUIPMENT:</b>											
21	Not Used	0.00	EA	0.00	0.00					\$ -	\$ -	
22												
23												
24												
25												
26	<b>SHEET TOTALS</b>				0.00	#DIV/0!	\$0.00		\$ 13,751.83		\$ -	

60-  
ty Taylor  
4-30-24

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

## CHANGE ORDER OR ALLOWANCE EXPENDITURE REQUEST (or Proposed Change Order) No. 28

**PROJECT:** Project: Campus Improvements  
School: Kaiser Childhood Development Center

**DATE:** APRIL 24, 2024

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** MAR CON BUILDERS

**DSA FILE NO.:** 1-29  
**DSA APP NO.:** 01-120416  
**OUSD PROJECT #:** 21112  
**PROJECT MANAGER:** Victor Manansala

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

See Mar Con PCO #39 and ASI 005

Plants donated to the school were not covered in the bid documents. This garden area was called out to be demo'd to create ADA parking stalls. Therefore ASI 005 was issued to replace the plants damaged during the demo work, and add irrigation to the new garden area.

OTHER PROPOSED CHANGES TO THE CONTRACT:

\_\_\_\_\_  
\_\_\_\_\_

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$17,479.00

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

- Unforeseen Conditions
- Direction by Government Agency
- Owner Requested
- Design Omission
- Design Error
- Other: \_\_\_\_\_

\*\*\*\*\*



# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

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## CERTIFICATION

I, **Marco Manriquez**, declare the following:

**Mar Con Builders** has contracted with **Oakland Unified School District** for the **Kaiser CDC - Campus Improvements Contract**. **Mar Con Builders** authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for **Oakland Unified School District** regarding this Contract (such COR being dated **December 7, 2022**, requesting **\$17,479.00**), and I prepared the attached COR. I am the most knowledgeable person at **Mar Con Builders** regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Mar Con Builders**.

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Mar Con Builders**.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for **Mar Con Builders**) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed **April 24, 2024**, at **Oakland, California**.

*marco manriquez*  
[signature]  
\_\_\_\_\_  
Marco Manriquez [name of declarant]

### Approved as to Form:

\_\_\_\_\_  
OUSD Facilities Counsel

\_\_\_\_\_  
Date

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

<p><b>Approved:</b> <b>Architect of Record</b></p> <p></p> <p>Lawrence Schadt</p> <p><b>Date:</b> April 25, 2024</p>	<p><b>Approved and Agreed:</b> <b>General Contractor</b></p> <p><i>marco manriquez</i></p> <p><b>Date:</b> 4/24/24</p>	<p><b>Approved and Agreed:</b></p> <p></p> <p>Executive Director of Facilities</p> <p><b>Date:</b> 4/30/24</p> <p></p> <p>Chief Systems &amp; Services Facilities</p> <p><b>Date:</b> 5/6/24</p>
---	--	---





**MARCON, CO.**

8108A Capwell Drive  
 Oakland, CA 94621  
 License #829636  
 Phone (510) 639-1914  
 Fax (510) 639-1915

**MATERIAL AND LABOR COST BREAKDOWN  
 DETAIL SHEET**

**PROJECT NAME:** Kaiser Elementary Child Development Campus Improvements  
**PROJECT NUMBER:** 434  
**CHANGE ORDER DATE.:** 12/7/2023  
**CHANGE ORDER NO.:** PCO #039  
**CHANGE ORDER DESCRIPTION:** Supplemental planting

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
<b>LABOR DIRECT COSTS</b>				
Layout		24	\$ 110.69	\$ 2,656.56
Coring		6	\$ 110.69	\$ 664.14
Pickup and delivery		3	\$ 110.69	\$ 332.07
<b>TOTAL LABOR DIRECT COSTS</b>				<b>\$ 3,652.77</b>
<b>LABOR BURDEN COSTS</b>				
				\$ -
				\$ -
				\$ -
<b>TOTAL LABOR BURDEN COSTS</b>				<b>\$ -</b>
<b>LABOR MARKUP 15%</b>				<b>\$547.92</b>
<b>LABOR GRAND TOTAL INCLUDING DIRECT, BURDEN &amp; MARKUP COSTS</b>				<b>\$4,200.69</b>

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

EQUIPMENT RENTAL				
SIZE and TYPE	I.D. #	Days	RATE	COSTS
Coring machine		1	\$ 180.36	\$ 180.36
Truck/Gas		3	\$ 55.00	\$ 165.00
			\$ -	\$ -
				\$ -
<b>TOTAL EQUIPMENT RENTAL COSTS</b>				<b>\$ 345.36</b>
<b>EQUIPMENT RENTAL MARKUP 15%</b>				<b>\$ 51.80</b>
<b>EQUIPMENT GRAND TOTAL INCLUDING MARKUP</b>				<b>\$397.16</b>

Subcontractor		TOTAL
Marina Landspace		\$ 13,414.50
SF scanning		\$ 500.00
<b>TOTAL SUBCONTRACTOR RENTAL COSTS</b>		<b>\$ 13,914.50</b>
<b>SUBCONTRACTOR MARKUP 5%</b>		<b>\$ 695.73</b>
<b>TOTAL SUBCONTRACTOR DIRECT COSTS</b>		<b>\$ 14,610.23</b>
<b>BOND COSTS @ 2%</b>		<b>\$ 384.16</b>
<b>GRAND TOTAL INCLUDING LABOR, MATERIAL, EQUIPMENT AND MARKUPS</b>		<b>\$ 19,592</b>





1683 E. LOUISE AVE.  
LATHROP, CA 95330

PHONE: (925) 243-0288  
FAX: (925) 243-0988

**PROPOSED CHANGE ORDER**  
NO. 0007

**TITLE:** SUPPLEMENTAL PLANTING AT PARKING LOT

**DATE:** 12/04/23  
**JOB NO.:** 423012

**PROJECT:** Kaiser ES Child Development Center

**TO:** Pawan Bangul  
Marcon Builders  
8108A Capwell Drive  
Oakland, Ca 94621  
**Phone:** (510) 639-1914

**Fax:** (510) 639-1915

**DESCRIPTION OF PROPOSAL:**

THIS PROPOSAL IS THE FOR THE ADDITION OF (2) 24" BOX TREES AND (95) 1 GALLON GROUND COVERS. PRICING COVERS PLANT MATERIAL AND IRRIGATION AT BOTH PLANTERS.


PROPOSAL EXCLUDES ANY BORING, OR SAW-CUTTING

ALL QUALIFICATIONS AND EXCLUSIONS PER THE FULLY EXECUTED SUBCONTRACT APPLY.

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	SUPPLEMENTAL PLANTING AT PARKING LC	1	EA	13,414.50 \$	13,414.50
				<b>Unit Cost:</b> \$	-
				<b>Unit Tax:</b> \$	-
				<b>Lump Sum:</b> \$	-
				<b>Lump Tax:</b> \$	-
				<b>TOTAL: \$</b>	<b>13,414.50</b>

TIME EXTENSION ..... 9 DAYS

By: \_\_\_\_\_  
Pawan Bangul

By:  \_\_\_\_\_  
Norma Fierros

Date: \_\_\_\_\_

Date: 12/4/23



**EXTRA WORK CALCULATION SHEET**

MARINA LANDSCAPE, INC.  
 1900 S. LEWIS STREET  
 ANAHEIM, CA 92805  
 (714) 939-6600



landscape construction  
 landscape maintenance  
 landscape architecture  
 erosion control  
 design build

BILL TO: Marcon Builders  
 PROJECT: Kaiser ES Child Development Center

DATE: 12/04/23  
 JOB NO.: 423012

DESCRIPTION: **THIS PROPOSAL IS THE FOR THE ADDITION OF (2) 24" BOX TREES AND (95) 1 GALLON GROUND COVERS. PRICING COVERS PLANT MATERIAL AND IRRIGATION AT BOTH PLANTERS.**

QTY	DESCRIPTION	HOURS	HOURLY RATE	EXTENDED AMOUNTS
<b>*** LABOR ***</b>				
1	FOREMAN	32	72.29	2,313.28
1	OPERATOR	8	74.24	593.92
1	LABOR	32	62.82	2,010.24
	<b>SUB-TOTAL COST LABOR</b>			<b>4,917.44</b>
1	SUPERINTENDENT@ 6% OF LABOR		295.05	295.05
1	PROJECT ENGINEER @ 3% OF LABOR		147.52	147.52
	<b>GRAND TOTAL COST LABOR</b>			<b>5,360.01</b>
<b>*** EQUIPMENT ***</b>				
1	SEE ATTACHED	1	1498.00	1,498.00
	<b>TOTAL COST EQUIPMENT</b>			<b>1,498.00</b>
<b>*** MATERIAL ***</b>				
1	SEE ATTACHED		4,157.17	4,157.17
1	PERMITS @ 2% OF MATERIAL		83.14	83.14
1	CITY LICENSE @ 1.1% OF L&M		104.69	104.69
	<b>TOTAL COST MATERIALS</b>			<b>4,345.00</b>
	<b>TOTAL LABOR</b>			<b>5,360.01</b>
20.0%	<b>LABOR MARK UP</b>			<b>1,072.00</b>
	<b>TOTAL EQUIPMENT</b>			<b>1,498.00</b>
15.0%	<b>MARK-UP EQUIPMENT</b>			<b>224.70</b>
	<b>TOTAL MATERIALS</b>			<b>4,345.00</b>
15.0%	<b>MARK-UP MATERIALS</b>			<b>651.75</b>
	<b>SUBTOTAL</b>			<b>13,151.47</b>
2.0%	<b>BOND</b>			<b>263.03</b>
	<b>GRAND TOTAL</b>			<b>13,414.50</b>

**EXTRA WORK CALCULATION SHEET**

MARINA LANDSCAPE , INC.  
 1900 S. LEWIS STREET  
 ANAHEIM, CA 92805  
 (714) 939-6600



DATE: 12/04/23  
 JOB NO.: 423012

BILL TO: Marcon Builders  
 PROJECT: Kaiser ES Child Development Center

DESCRIPTION: **THIS PROPOSAL IS THE FOR THE ADDITION OF (2) 24" BOX TREES AND (95) 1 GALLON GROUND COVERS. PRICING COVERS PLANT MATERIAL AND IRRIGATION AT BOTH PLANTERS.**

QTY DESCRIPTION	HOURS	HOURLY RATE	EXTENDED AMOUNTS
<b>*** EQUIPMENT ***</b>			
1 FOREMAN TRUCK	32	30.00	960.00
1 MINI EXCAVATOR	8	55.00	440.00
1 SMALL TOOLS @ 7% OF LABOR	7%	98.00	98.00
TOTAL COST EQUIPMENT			1,498.00



**EXTRA WORK CALCULATION SHEET**

MARINA LANDSCAPE, INC.  
 1900 S. LEWIS STREET  
 ANAHEIM, CA 92805  
 (714) 939-6600



landscape con  
 landscape ma  
 landscape arc  
 erosion contr  
 design build

BILL TO: Marcon Builders  
 PROJECT: Kaiser ES Child Development Center

DATE: 12/04/23  
 JOB NO.: 423012

DESCRIPTION: **THIS PROPOSAL IS THE FOR THE ADDITION OF (2) 24" BOX TREES AND (95) 1 GALLON GROUND COVERS. PRICING COVERS PLANT MATERIAL AND IRRIGATION AT BOTH PLANTERS.**

QTY DESCRIPTION	UNIT	UNIT COST	EXTENDED AMOUNTS
<b>*** MATERIAL ***</b>			
2 24" BOX CITRUS LIMON 'MEYER IMPROVED'	EA	522.85	1,045.70
40 1 GALLON ACHILLEA MILLEOLIUM	EA	6.38	255.20
7 1 GALLON ARTEMISIA CALIFORNICA 'CANY	EA	9.40	65.80
42 1 GALLON CAREX TUMULICOLA	EA	6.73	282.66
6 1 GALLON SALVIA APIANA	EA	6.35	38.10
4 TREE STAKES	EA	4.41	17.64
4 TREE TIES	EA	6.64	26.56
2 1"X3" CROSS TIE	EA	3.98	7.96
6 MULCH	CY	36.00	216.00
20 4" SLEEVE	LF	10.55	211.00
20 1 1/4" LATERAL SCH 40	LF	6.64	132.80
1 DRIP REMOTE CONTROL VALVE	EA	101.72	101.72
1 VALVE BOX	EA	57.34	57.34
4 COMMON BRICK	EA	0.75	3.00
1 DRAIN ROCK	BAG	8.63	8.63
396 DRIP TUBING	SF	0.41	162.36
95 BUBBLERS	EA	5.58	530.10
2 ROOT WATERING SYSTEMS RZWS-18	EA	40.34	80.68
1 MISC. FITTINGS	EA	257.53	257.53
1 TAX @ 8.75%	8.75%	306.32	306.32
1 MATERIAL HANDLING @ 10%	10.00%	350.08	350.08
<b>TOTAL COST MATERIALS</b>			<b>4,157.17</b>



San Lean... 10PM 94577

What can we help you find today?



Hilti, Inc.

### Core Drill Rig Rental

Accessories fees may apply.

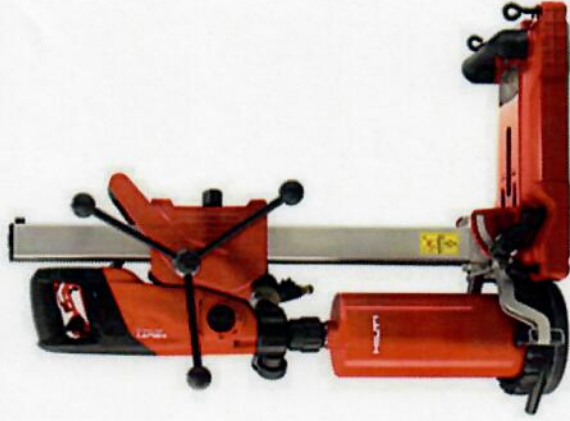
**\$79.00**  
4-Hours

**\$113.00**  
Per Day

**\$452.00**  
Per Week

**\$1,356.00**  
4 Weeks

Your Deposit will be calculated at checkout.  
Credit Cards accepted. No Cash.



### Oakland #1007

4000 Alameda Ave  
Oakland, CA 94601  
4.46 mi

Pickup Date and Time

Thu. Dec. 21 2023  
7:30 am

Edit

Mon-Sat: 6 am - 8 pm  
Sun: 7 am - 8 pm

Drop-off Date and Time

Thu. Dec. 21 2023  
2:00 pm

### Protect This Rental

Use your tools freely and have peace of mind with our Damage Protection Plan. Renters are liable for any damage up to the original cost of the tool. Would you like to protect this rental for 15% of the total rental fees?

Yes, Protect this item (estimated \$21.60)

No

[Learn More](#)

### Rental Estimate

We found you the best price for your rental period.

**Rental Period**

6 hours, 30 minutes

**Taxes**

Sales Tax (9%)

**Fees**

Damage Protection (15%)

\$144.00

\$14.76

\$21.60

**Estimated Total (USD)**

\$180.36

\*Final costs will be determined when you return your rental.



**SF Concrete Scanning & Coring**

1228 Folsom Street Ste  
San Francisco, CA 94103 US  
(415) 846-8138  
info@sfscanningandcoring.com



**INVOICE**

BILL TO  
Mar Con Co.  
8108A Capwell Dr  
Oakland, CA 94621

INVOICE 2202  
DATE 07/27/2023  
TERMS Due on receipt  
DUE DATE 08/01/2023

P.O. NUMBER  
2 North Point

DATE	DESCRIPTION	QTY	RATE	AMOUNT
07/10/2023	Perform GPR Concrete Scanning	2	250.00	500.00
BALANCE DUE				<b>\$500.00</b>

For estimation  
purpose only



## SUPPLEMENTAL INSTRUCTION

PROJECT: **Kaiser Early Child Development Center**  
25 S Hill Ct,  
Oakland, CA 94618

TO: (Contractor) **MarCon Builders, Inc.**  
8108A Capwell Dr,  
Oakland, CA 94621  
Attn: Jay Alvarez

SUPPL. INSTR. NO.: **005**

OWNER: **Oakland Unified School District**

DSA FILE NUMBER: **01-29**

ARCHITECT: **Gelfand Partners Architects**  
165 10<sup>th</sup> Street Suite 100  
San Francisco, CA 94103  
(415) 346-4040  
(415) 346-4103 fax

DSA APPL. NUMBER: **01-120416**

DATE OF ISSUE: **October 31, 2023**

---

THE WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE FOLLOWING SUPPLEMENTAL INSTRUCTIONS ISSUED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS WITHOUT CHANGE IN CONTRACT SUM OR CONTRACT TIME. PROCEEDING WITH THE WORK IN ACCORDANCE WITH THESE INSTRUCTIONS INDICATES YOUR ACKNOWLEDGMENT THAT THERE WILL BE NO CHANGE IN THE CONTRACT SUM OR CONTRACT TIME.

---

### **DESCRIPTION: Supplemental planting**

See LSK-01 and ASK-011 for new planting east of the academic building and location of irrigation sleeve.

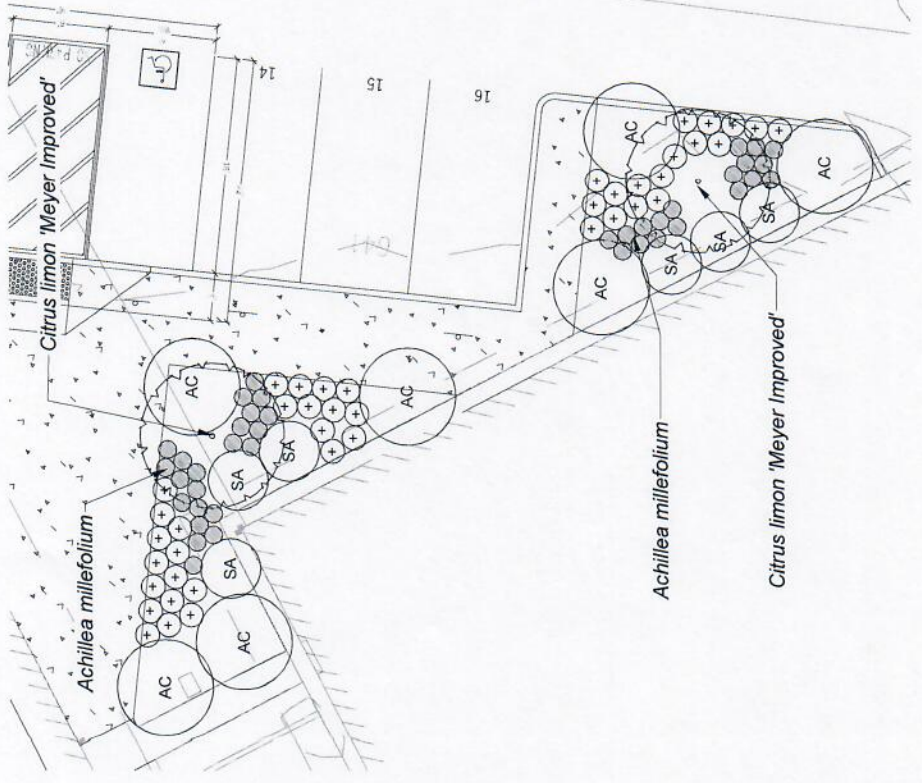
**ATTACHMENTS:** LSK-01 and ASK-011

---

BY: Lawrence Schadt, Gelfand Partners Architects

CC: Victor Manansala, Jorge Deanda, MarCon Builders





1 SUPPLEMENTAL PLANTING AT PARKING LOT  
 LSK-01 1" = 10'-0"

### PLANT LIST AT PARKING LOT

SYM BOL	Q TY	BOTANICAL NAME	COMMON NAME	CONTAINER SIZE	SPACING	WATER USE
TREE	2	CITRUS LIMON 'MEYER IMPROVED'	IMPROVED MEYER LEMON	15'-0"		MODERATE
GROUND COVER	40	ACHILLEA MILLEFOLIUM	YARROW	1 GAL	1'-6"	LOW
AC	7	ARTEMISIA CALIFORNICA 'CANYON GRAY'	COASTAL SAGEBRUSH	1 GAL	8'-0"	LOW
+	42	CAREX TUMULICOLA	FOOTHILL SEDGE	1 GAL	2'-0"	LOW
SA	6	SALVIA APIANA	WHITE SAGE	1 GAL	5'-0"	VERY LOW

NOTE: LANDSCAPE INSTALLER TO ASSESS AND MODIFY EXISTING IRRIGATION IN THIS AREA TO PROVIDE IRRIGATION FOR NEW PLANTING

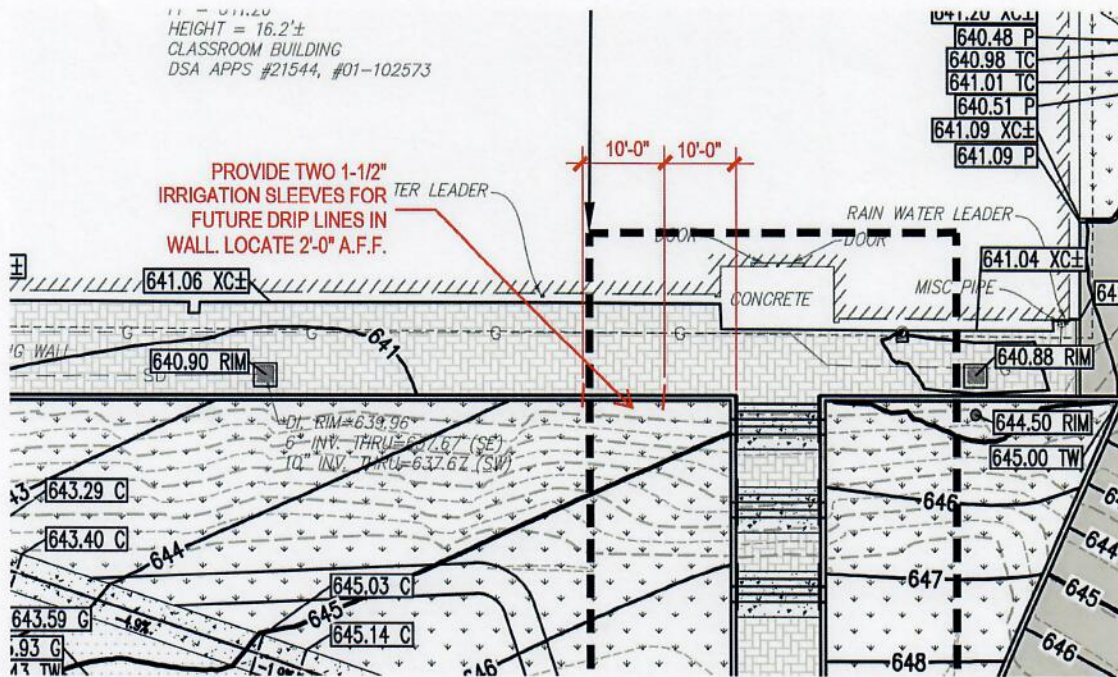
Project: KAISER ECDC  
 Client: OAKLAND USD

LANDSCAPE: PGAdesign  
 LANDSCAPE ARCHITECT

SUBMITTAL: SUPPLEMENTAL PLANTING AT PARKING  
 DRAWING: ISSUED

DATE: 10/26/23

LSK-01



REFERENCE DRAWING: \_\_\_\_\_  
 ADDITIONAL REFERENCE: \_\_\_\_\_  
 SCALE: 1"=20'-0"

# ASK-011



OAKLAND UNIFIED SCHOOL DISTRICT  
 KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT  
 PROJ # 21112  
 PCO#039 SUPPLEMENTAL PLANTING

To: V. MANANSALA/CM  
 From: Emil Vinuya/Chief Cost Estimator  
 Date: 4-Mar-24

**General Comments:**

**1 GENERAL CONTRACTOR: MARCON BUILDERS**

Cost of General Contractor Scope of Work appears reasonable.

Per Contract, Bonds & Insurance premium is 1.5% not 2% used by Marcon.

**2 SUBCONTRACTOR: MARINA LANDSCAPE**

Manhours, Labor rates & materials' costs appears reasonable.

Superintendent & Project Engineer are included under 10% mark-ups (OH&P) and should not be billed separately.

Permits & City License are included under 10% mark-ups (OH&P) and should not be billed separately.

Per Contract, Subcontractor's OH&P should be 10% not 15%-20% used by Marina Landscape.

Bond & Insurance Premium is only applied by General Contractor not by Subcontractors.

**3 GENERAL CONTRACTOR's COST PROPOSALS** **\$ 19,592.00**

**ESTIMATED CONSTRUCTION COST FOR PCO#039** **\$ 17,479.35**

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR  
LEARNING ENVIRONMENT  
Oakland, CA**

Project Number: 21112

PCO#02

Date: 4-Mar-24

Description : **PCO#039  
SUPPLEMENTAL PLANTING**

Reference Drawing: Cost Proposal dated on 02/01/2024  
GEN. CONTRACTOR: MARCON BUILDERS

	Total General Contractor's Carpenter/. Costs	(B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2					
2 SHEET 2 of 2					
3 \$ 3,652.77	\$	-	\$ 345.36		\$ 3,998.13
4					
5					
6					
7 \$ 3,652.77	+ \$	-	+ \$ 345.36	=	\$ 3,998.13
8					
9	<b>Expenses:</b>				
10	Material Sales Tax.....		10.25% .....	of Total Material:	Incl.
11	Rental Sales Tax.....		10.25% .....	of Total Rental:	Incl.
12					
13				<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 3,998.13</b>
14					
15	General Contractor OH & P:		15.00% *	Total Cost	\$ 599.72
16					
17				<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 4,597.85</b>
18					
19				<b>Subcontractor's Cost -MARINA LANDSCAPE</b>	<b>\$ 11,522.08</b>
20				<b>Subcontractor's Cost -SF SCANNING</b>	<b>\$ 500.00</b>
21				<b>SUBTOTAL</b>	<b>\$ 12,022.08</b>
22	General Contractor OH&P on Sub Cost:		5.00% *		\$ 601.10
23				<b>Subtotal</b>	<b>\$ 12,623.18</b>
24	Misc Expenses: Travel, Lodging, Food, Rental, etc.....				\$ -
25	Gen Contractor Bond & ins.:		1.50%		\$ 258.32
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## Detailed Estimate

CO#02

KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT												
										Date: 3/4/2024		
No.	PCO#039						LABOR COST		MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
<b>GEN CONTRACTOR:</b>		<b>MARCON BUILDERS</b>										
<b>Project Description:</b>		<b>SUPPLEMENTAL PLANTING</b>										
1	<b>SCOPE OF WORK:</b>											
2	Additional Planting & Irrigation Systems	1	LS									
3	Layout											
4	Coring & Pick up											
5	<b>MATERIALS</b>											
6	Not Used	0.00	EA	0.00	0.00			\$ -	\$ -			
7												
8												
9												
10	<b>LABOR:</b>											
11	Carpenter/JM	2.00	EA	12.00	24.00	\$ 110.69	\$ 2,656.56					
12	Coring	1.00	EA	6.00	6.00	\$ 110.69	\$ 664.14					
13	Pick-up & Delivery	1.00	EA	3.00	3.00	\$ 110.69	\$ 332.07					
14												
15												
16	<b>EQUIPMENT:</b>											
17	Coring Machine	1.00	EA	1.00	1.00					\$ 180.36	\$ 180.36	
18	Truck	1.00	EA	3.00	3.00	days				\$ 55.00	\$ 165.00	
19												
20												
21												
22	<b>SHEET TOTALS</b>				30.00	\$ 121.76	\$3,652.77	\$ -			\$ 345	

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR  
LEARNING ENVIRONMENT  
Oakland, CA**

Project Number: 21112  
Date: 4-Mar-24

Description : **PCO#039  
SUPPLEMENTAL PLANTING**

Reference Drawing: Cost Proposal dated on 02/01/2024  
SUBCONTRACTOR: MARINA LANDSCAPE

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 4,917.44	\$ 4,157.18	\$ 1,400.00		\$ 10,474.62
4				
5				
6				
7 \$ 4,917.44	+ \$ 4,157.18	+ \$ 1,400.00		= \$ 10,474.62
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25% .....	of Total Material:	Incl.
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 10,474.62</b>
14				
15	General Contractor OH, B&IP, &P:	10.00% *	Total Cost	\$ 1,047.46
16		*(Overhead & Profit)		
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 11,522.08</b>
19				
20			<b>Subcontractor's Cost - None</b>	<b>\$ -</b>
21	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
22				
23	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
24	Subcontractor Bond & ins.:			\$ -
22				
23	<b>TOTAL PROBABLE CONSTRUCTION COST - MARINA LANDSCAPE</b>			<b>\$ 11,522.08</b>



## Detailed Estimate

CO#02

KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT										
										Date: 3/4/2024
No.	PCO#039	LABOR COST					MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost
<b>SUBCONTRACTOR:</b>		<b>MARINA LANDSCAPE</b>								
<b>Project Description:</b>		<b>SUPPLEMENTAL PLANTING</b>								
1	<b>SCOPE OF WORK:</b>									
2	Provide Horticultural Soil	5	LOC							
3										
4										
5	<b>MATERIALS</b>									
6	24" Box Citrus Lemon	2.00	EA	0.00	0.00			\$ 522.85	\$ 1,045.70	
7	1 Gallon Shrubs	95.00	LS	0.00	0.00			\$ 6.76	\$ 641.76	
6	Tree Stake	4.00	EA	0.00	0.00			\$ 13.04	\$ 52.16	
7	Irrigation Piping	1.00	LS	0.00	0.00			\$ 142.00	\$ 1,287.63	
8	Mulch	6.00	CY	0.00	0.00			\$ 36.00	\$ 216.00	
9	Miscellaneous fittings	1.00	LS	0.00	0.00			\$ 257.53	\$ 257.53	
10	Sales Tax	8.75%		0.00	0.00			\$ 3,500.78	\$ 306.32	
11	Material Handling	10%		0.00	0.00			\$ 3,500.78	\$ 350.08	
12										
13	<b>LABOR:</b>									
14	Laborer/FM	1.00	EA	32.00	32.00	\$ 72.29	\$ 2,313.28			
15	Laborer/JM	1.00	EA	32.00	32.00	\$ 62.82	\$ 2,010.24			
16	Operator/JM	1.00	EA	8.00	8.00	\$ 74.24	\$ 593.92			
17										
18										
19	<b>EQUIPMENT:</b>									
20	Service Truck/FM	1.00	EA	32.00	32.00					\$ 30.00 \$ 960.00
21	Mini Excavator	1.00	EA	8.00	8.00					\$ 55.00 \$ 440.00
22	Small tools	1.00	LS							\$ - OH
23										
24										
25	<b>SHEET TOTALS</b>				64.00	\$ 76.84	\$4,917.44	\$ 4,157.18		\$ 1,400



**LOCAL BUSINESS PARTICIPATION WORKSHEET -  
LBU Modification / Amendment**

LBU Not Impacted  
(LBU Compliance Verification Only)

PRIME: **Marcon Builder** Original Contract Amount (Base Bid): **6551440.00**  
 Project: **Kaiser Elementary School** Originally Proposed LBU %: **43.6 %**  
 Project #: **21112** Amendment/Change Order No.: **2**  
 Project Manager: **Pawan Bagul** Total Contract Amount (Amended Contract, to Date): **6781918**  
 Date: **4/25/24** Proposed LBU %: **43.80 %**

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s):	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
<b>PRIME Company:</b> Marcon Address: 8108A capwel dr, Oakland City/State: Phone: (510) 639-1914	2582635		38		
<b>Company:</b> Digital Design Communications Address: 8135 Capwell Dr, City/State: Oakland, CA 94621 Phone: (510) 632-0650	391500		5.80		
<b>Company:</b> Address: City/State: Phone:	0.00				
<b>Company:</b> Address: City/State: Phone:	0				
<b>Company:</b> Address: City/State: Phone:	0				
<b>Company:</b> Address: City/State: Phone:	0.00				
	2974135	0	43.8	0	43.8 %

**TIFFANY KNUCKLES**  
APPROVAL- LBU Compliance Officer

Apr 29, 2024

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU is impacted.

Updated January 2024







## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Kaiser Elementary School Child Development Center Campus Improvements Project	<b>Site</b>	812
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### Basic Directions

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

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

Contractor Name	Mar Con Builders, Inc.	Agency's Contact	Marco Manriquez				
OUSD Vendor ID #	002712	Title	President				
Street Address	8108A Capwell Drive	City	Oakland	State	CA	Zip	94621
Telephone	510-639-1914	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	21112						

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-8-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2024
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$79,567.00
Other Expenses		Requisition Number	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9858	Fund 21, Measure Y	210-9650-0 9858- 8500-6271-812 9180-9906-9999-21112	6271	\$79,567.00

### Approval and Routing (in order of approval steps)

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>				
	<i>[Signature]</i> Signature (May 17, 2024 09:16 PDT)	Date Approved	May 17, 2024		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<i>[Signature]</i> Signature James Traber	Date Approved	5/16/24		
3.	<b>Chief Systems &amp; Services Officer, Facilities Planning and Management</b>				
	<i>[Signature]</i> Signature Thomas (May 17, 2024 13:58 PDT)	Date Approved	May 17, 2024		
4.	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature	Date Approved			