

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	21-0815
Introduction Date	4-28-21
Enactment Number	21-0685
Enactment Date	4/28/2021 lf



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** April 28, 2021

**Subject** Change Order No. 1 – Mar Con Builder, Inc. – Laurel Finishing Kitchen Project -  
Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Change Order No. 1 to the contract between the District and Mar Con Builder, Inc., Oakland, CA, for reconciliation of unused allowance for the Laurel Finishing Kitchen Project, as a deductive change in the amount of \$17,273.51 thus reducing the contract price from \$2,732,000.00 to \$2,714,726.49, (completion date remains is July 25, 2019).

**Discussion** This Change Order is a deductive change for reconciliation of unused allowance.

**LBP** (Local Business Participation Percentage) 61.20%

**Recommendation** Approval by the Board of Education of Change Order No. 1 to the contract between the District and Mar Con Builder, Inc., Oakland, CA, for reconciliation of unused allowance for the Laurel Finishing Kitchen Project, as a deductive change in the amount of \$17,273.51 thus reducing the contract price from \$2,732,000.00 to \$2,714,726.49, (completion) date remains is July 25, 2019.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Change Order No. 1
- Insurance Certificate

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management - Phone 510-535-2728 - FAX 510-535-7040

## CHANGE ORDER NO. 01

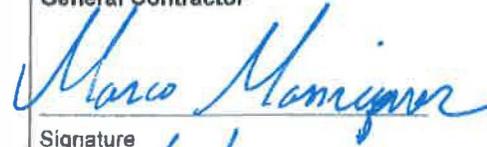
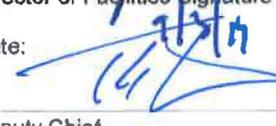
<b>PROJECT:</b>	Laurel Finishing Kitchen Addition	<b>DATE:</b>	4/28/2021
<b>OWNER:</b>	Oakland Unified School District	<b>DSA FILE NO.:</b>	01
<b>CONTRACTOR:</b>	Mar Con Co. 8135 Capwell Drive Oakland, CA 94621	<b>DSA APP NO.:</b>	116184
		<b>OUSD PROJECT#:</b>	13179
		<b>PROJECT MGR.:</b>	Mary Ledezma

The Contractor is authorized to make the changes listed in the Summary and described in Change Order Attachment when this Change Order has been approved.

Original Contract Sum	\$2,732,000.00
Net Change by previously authorized Change Orders	
The Contract sum prior to this change order	
The Contract sum will be increased/decreased	(\$17,273.51)
The New Contract Sum including the Change Order will be	\$2,714,726.49
Current Change Order percentage of base contract	-0.63%
<b>Total Change Order percentage</b>	<b>-0.63%</b>
The Contract is changed by <b>(0) Zero Calendar Days</b>	<b>0 days</b>
Contract completion date as of this Change Order therefore is:	<b>7/25/2019</b>

Summary reference attached items : 1

Reviewd by: \_\_\_\_\_  
Bond Program Director      Date

<p><b>Approved:</b> Architect of Record</p>  <p>Signature</p> <p>Date: 8/28/19</p>	<p><b>Approved:</b> General Contractor</p>  <p>Signature</p> <p>Date: 8/27/19</p>	<p><b>Approved:</b> OUSD</p>  <p>Director of Facilities Signature</p> <p>Date: 8/27/19</p>  <p>Deputy Chief</p> <p>Date: 9/3/19</p>
<p><b>Approved:</b> Electrical or Structural Engineer</p>   <p>Signature</p> <p>Date:</p>	<p><b>Approved:</b> Mechanical Engineer</p>   <p>Signature</p> <p>Date:</p>	<p><b>Approved:</b> Division of the State Architect</p>   <p>Signature</p> <p>Date:</p>

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management - Phone 510-535-2728 - FAX 510-535-7040

Change Order 1-2 (Revised 1/19/2006)

## SUMMARY OF CHANGE ORDER NO. 01

**PROJECT:** Laurel  
Finishing Kitchen Addition

**DATE:** 4/28/2021

**OWNER:** Oakland Unified School District

**CONTRACTOR:** Mar Con Co.  
8135 Capwell Drive  
Oakland, CA 94621

**DSA FILE NO.:** 01  
**DSA APP NO.:** 116184  
**OUSD PROJECT#:** 13179  
**PROJECT MGR.:** Mary Ledezma

1

PCO # 1	DEDUCT	(\$17,273.51)
	ADD/DEDUCT	

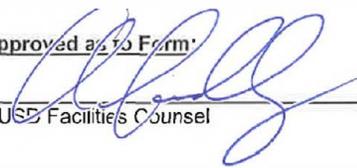
Description: Reconciliation of Remaining AED Allowance  
Reason: Adjusts total contract amount to reconcile unused AED Allowance  
Requested By: 2 Owner Requested Change  
DSA Prelim approval date:

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**CO #1 (1 PCO's)**  
**Total:** (\$17,273.51)

Change Order 2-2 (Revised 1/19/2006)

Approved as to Form:

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

4/5/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Shanthi Gonzales, President  
Board of Education

4/29/2021  
\_\_\_\_\_  
Date

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

4/29/2021  
\_\_\_\_\_  
Date

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management - Phone 510-536-2720 - FAX 510-536-7040

## PRELIMINARY CHANGE ORDER NO. 1

PROJECT: **Laurel**  
**Finishing Kitchen Addition**

DATE: **8/27/2019**

CONTRACTOR: **Mar Con Co.**

DSA FILE: **01**

PROJECT MGR: **Mary Ledezma**

DSA APP: **116184**

OUSD PROJ: **13179**

You are hereby directed to make the indicated change(s) in the Contract. When signed by the Owner and received by the Contractor, this document becomes effective immediately and the Contractor shall proceed as with the changes described below. An official change order shall be issued to follow up on this preliminary change proposal as soon as possible.

CONTRACTOR TO COMPLETE THIS SECTION ONLY

DESCRIPTION:

Credit for remaining unused AED Allowance in MarCon's Total Contract amount.

\$100,000 (AED Total Allowance) - \$82,726.49 (Used AEDs) = 17,273.51 (Unused AED)

CODE: 2 Owner Requested Change

REASON:

Adjusts total contract amount to reconcile unused AED Allowance

ATTACHMENTS:

The proposed basis of adjustment to the Contract Price and Contract Time are as follows:

Amount of Change:  ADD  DEDUCT  Lump Sum  Time / Materials Not To Exceed

Final Price: **(\$17,273.51)**

Date: **9-6-2019**

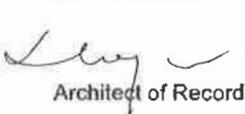
Contractor to proceed with work described herein, cost not to exceed (\$17,274); final cost to be determined after review and negotiation.

Time Extension: calendar days

INITIATED BY:

REVIEWED BY:

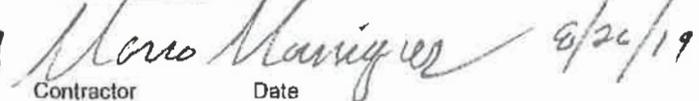
ACKNOWLEDGED BY:

  
Architect of Record

8/26/19  
Date

  
Project Manager

8/20/19  
Date

  
Contractor

8/20/19  
Date

OAKLAND UNIFIED SCHOOL DISTRICT APPROVAL

  
Director of Facilities

9/3/19  
Date

  
Deputy Chief

9/10/19  
Date



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

**Laure**

<b>Project Name</b>	Laurel Finishing Kitchen Project	<b>Site</b>	131
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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.**

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

Contractor Name	Mar Con Company	Agency's Contact	Marco Manriquez		
OUSD Vendor ID #	00712	Title	President		
Street Address	8108A Capwell Drive	City	Oakland	State	CA Zip 94612
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 #	13179				

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-11-2018	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	7-25-2019
		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	\$ (17,273.51)
Other Expenses		Requisition Number	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350/9615	Fund 21 Mrs J	210-9350-0-9615-8500-6271-131-9180-9905-9999-99999	6271	<b>\$2,714,726.49</b>

### 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
<b>1.</b>	<b>Acting Director, Facilities Planning &amp; Management</b>				
	Signature 	Date Approved	4/5/21		
<b>2.</b>	<b>General Counsel, Department of Facilities Planning and Management</b>				
	Signature  Lozano Smith, as to form only	Date Approved	4/5/21		
<b>3.</b>	<b>Deputy Chief, Facilities Planning and Management</b>				
	Signature 	Date Approved	4/5/21		
<b>4.</b>	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
<b>5.</b>	<b>President, Board of Education</b>				
	Signature	Date Approved			



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	18- 1164
Introduction Date	6-6-2018
Enactment Number	18-0909
Enactment Date	6/6/18 os



OAKLAND UNIFIED  
SCHOOL DISTRICT  
*Envision • Inspire • Transform*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education  
Timothy White, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** June 6, 2018

**Subject** Award of Bid and Agreement- Mar Con Builders, Inc. - Laurel Finishing Kitchen Project

**Action Requested** Approval by the Board of Education of Resolution No. 1718-0140, Award of Bid Agreement and Construction Contract on behalf of the District to Mar Con Builders, Inc., Oakland, CA, for the Laurel Finishing Kitchen Project, in the amount of \$2,732,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: Three hundred (300) days Calendar Days, commencing June 11, 2018, and ending on December 31, 2019.

**Discussion** Construction services required to build new kitchen and replacement of current makeshift space.

**LBP (Local Business Participation Percentage)** 61.20%

**Recommendation** Approval by the Board of Education of Resolution No. 1718-0140, Award of Bid Agreement and Construction Contract on behalf of the District to Mar Con Builders, Inc., Oakland, CA, for the Laurel Finishing Kitchen Project, in the amount of \$2,732,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: Three hundred (300) days Calendar Days, commencing June 11, 2018, and ending on December 31, 2019.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

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



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

**Legislative File ID No.** \_\_\_\_\_

**Department:** Facilities Planning and Management

**Vendor Name:** Mar Con Builders

**Project Name:** Laurel Finishing Kitchen Addition      **Project No.:** 13179

**Contract Term:** Intended Start: 6/14/2018      Intended End: 12/31/2019

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$2,732,000.00

**Approved by:** Tadashi Nakadegawa

**Is Vendor a local Oakland Business or have they meet the requirements of the**

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

**How was this Vendor selected?**

This vendor was the lowest, responsive bidder and met the local business participation requirements.

**Summarize the services this Vendor will be providing.**

Scope includes labor and materials to construct a new kitchen addition (1000 sf) including seismic retrofit, acoustical improvements & re-roofing of the existing multi-purpose building.

**Was this contract competitively bid?**       Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
  - Special Services** contracts for financial, economic, accounting, legal or administrative services
  - CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
  - Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
  - Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
  - Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
  - Emergency** contracts
  - Technology** contracts
    - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
    - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
    - Western States Contracting Alliance Contracts (WSCA)
    - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
  - "Piggyback" Contracts** with other governmental entities
  - Perishable Food**
  - Sole Source**
  - Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
  - Other, please provide specific exception**
- 3)  **Not Applicable - no exception - Project was competitively bid**

## LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Mar Con Builders Company  
 Project: Laurel ES Finishing Kitchen  
 Project #: 13179  
 Estimate: \$2,300,000

Date: Wednesday, April 11, 2018  
 Time: 2:00 pm  
 Project Mgr: Mary Ledezma  
 Architect:

<b>Based Bid</b>		\$	<b>2,632,000.00</b>
<b>Verified Local Business Participation</b>	<b>3.0%</b>	\$	<b>78,960.00</b>
<b>Based Bid W/ LBP Discount</b>		\$	<b>2,553,040.00</b>

LBU Credit Based on Policy:
<b>61.20%</b>

This firm does meet the minimum 50% LBU requirement and receives a 3% bid discount toward its based bid

	LBE	SLB	SLBR	COMMENTS:
<b>Company: Mar Con Builders Company</b> Address: 8135 Capwell Drive City/State: Oakland, CA Phone: (510) 632-0650		44.83%		1 2 3 4
<b>Company: Digital Design Communications</b> Address: 8135 Capwell Drive City/State: Oakland, CA Phone: (510) 632-0650	11.93%			1 2 3 4
<b>Company: AMG Management Grp</b> Address: 3438 Helen Street City/State: Oakland, CA Phone: (510) 654-8441		4.18%		1 2 3 4
<b>Company: North American Fence</b> Address: 3438 Helen Street City/State: Oakland, CA Phone: (510) 436-0755		0.26%		1 2 3 4
<b>TOTAL PARTICIPATION</b>	<b>11.93%</b>	<b>49.27%</b>	<b>0.00%</b>	<b>61.20%*</b>

\* Total LBU % Proposed



OAKLAND UNIFIED  
SCHOOL DISTRICT

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

**RESOLUTION NO. 1718 - 0140**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR  
THE LAUREL FINISHING KITCHEN PROJECT**

**Page 2 of 2**

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

Passed by the following vote:

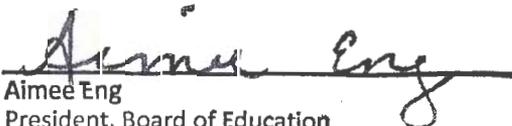
AYES: Nina Senn, Shanthi Gonzales, James Harris, Vice President Jumoke Hinton Hodge,  
President Aimee Eng

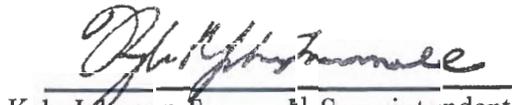
NOES: None

ABSTAINED: None

ABSENT: Jody London, Roseann Torres

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on **June 6, 2018**.

  
Aimee Eng  
President, Board of Education

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

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

**AWARD OF BID AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **7<sup>th</sup>** day of **May 2018**, by and between the Oakland Unified School District (“District” or “Owner”) and **Mar Con Builders, Inc.** (“Contractor”) (“Agreement”).

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

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

PROJECT: **Laurel Finishing Kitchen**

PROJECT NO.: **13179**

RESOLUTION NUMBER: **1718-0140**

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

2. **The Contract Documents:**

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

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

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **300** consecutive calendar days (“Contract Time”) **commencing June 11, 2018, and concluding no later than December 31, 2019**, from the date specified in the District's Notice to Proceed. The District shall

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

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

Dated: June 7th, 2018

Dated: 5/14/18, 20  

**OAKLAND UNIFIED SCHOOL DISTRICT**

Mar Con, Co **CONTRACTOR**

By: Aimee Eng

By: Marcelo Manriquez

Print Name: Aimee Eng

Print Name: Marcelo Manriquez

Print Title: President, Board of Education

Print Title: PRESIDENT

By: Kyla Johnson-Trammell

Print Name: Kyla Johnson-Trammell, Superintendent

Print Title: Secretary, Board of Education

By: T. White

Print Name: Timothy White

Print Title: Deputy Chief, of Facilities, Planning and Management

**Approved as to Form:**

By: Marion McWilliams

Print Name: Marion McWilliams

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

**BYLAWS OF  
MAR CON BUILDERS INC**

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(A California Corporation)

**ARTICLE I            OFFICE**

*SECTION 1.1            PRINCIPAL EXECUTIVE OFFICE*

The location of the principal executive office of the corporation shall be fixed by the board of directors. It may be located at any place within or without the state of California. If the office is located in California, the secretary of this corporation shall keep the original or a copy of these bylaws as amended to date at the principal executive office. If the principal executive office is located without the state of California, the bylaws shall be kept at the principal business office in California. As required by Section 1502 of the California Corporation Code, the officers of this corporation shall cause the corporation to file annual statement specifying the street address of the corporation principal executive office.

*SECTION 1.2            BRANCH OFFICES*

The corporation may have any other offices either within or without the state of California; the board of directors may designate from time to time, or may required by the corporation for day-to-day business activities.

*SECTION 1.3            REGISTERED AGENT*

The corporation shall have and maintain a registered agent in the State of California and in all other states in which it is required by applicable law.

**ARTICLE II            ANNUALLY SHAREHOLDERS' MEETING**

*SECTION 2.1            PLACE OF MEETINGS*

Unless otherwise provided in the Articles of Incorporation, all meetings of the Shareholders shall be held at the principal executive office of the corporation within the State of California unless some other appropriate and convenient geographical location is designated for that purpose from time to time by a resolution of the Board of Directors.

*SECTION 2.2            ANNUAL MEETING*

An annual meeting of shareholders shall be held, each year, at the time and on the day and place of following:

Time of meeting:      Ten o'clock in the morning (10:00 a.m.)  
Date of meeting:      30<sup>th</sup> of November  
Place of meeting:      8108 Capwell Drive, Oakland, CA 94621

If the fixed day for annual meeting falls on a weekend day or a legal holiday, such meeting shall be held on the following business day at the same time or other time on such other day within such month shall be fixed by the Board of Directors. At the annual meeting, the shareholders shall elect a Board of directors to report the affairs of the corporation and for the transaction of business as may come before the meeting.

*SECTION 2.3            CALL FOR SHAREHOLDERS' MEETING*

Shareholder's meeting may be called by the Directors, the Chairman of the Board of Directors, the Vice Chairman of the Board of Director, the President, the Secretary, or by any Officers instructed by the Board of Directors to call for meeting. Special meeting may be called by one or more shareholders who hold not less than one-tenth of all outstanding shares of the corporation entitled to vote at the meeting.

*SECTION 2.4            NOTICES OF SHAREHOLDERS' MEETING*

Notices of annual meeting or special meetings shall be given to shareholders in writing form not less than ten (10) nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote at the meeting. Such notice shall state the place, date and time of the meeting, and in case of a special meeting, the nature of the business to be transacted, and that no other business may be transacted, or in the case of an annual meeting, those matters which the board at the time of the mailing of the notice, intends to present for action by the shareholders, but subject to the provisions of Section 2.5 of this Article, any proper matter may be presented at the annual meeting for such action. The notice of any meeting at which directors are to be elected shall include the names of the

nominees which intends at the time of meeting to be presented for election by the management.

Such notices shall be given either personally or by first-class mail or other means of written communication, addressed to the shareholder at the address of such shareholder appearing on the stock transfer records of the corporation or given by the shareholder to corporation for the purpose of notice, or, if no such address appears or is given, at the place where the principal executive office of the corporation is located or by publication at least once in a newspaper of general circulation in the county in which the said principal executive office is located.

Evidence of the giving of notices of meetings shall be deemed to be given at the time when such notices delivered personally or deposited in the United State mail with first-class postage prepaid or sent by any means of written communication.

When a meeting is adjourned to another place or time, notice of the adjourned meeting need not be given if the place and time thereof are announced at the meeting at which the adjournment is taken. If a meeting is adjourned for forty-five (45) days or more from the date set for the original meeting, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

#### *SECTION 2.5 SPECIAL MEETINGS OF SHAREHOLDERS*

Special meetings of the Shareholders may be called at any time by the Board of Directors, Chairman of the Board of Directors, the President, or by one or more Shareholders holding not less than one-tenth (1/10) of the votes entitled to be cast on any issue proposed to be considered at the special meeting.

Upon receipt of a written request addressed to the Chairman, President, Vice President, or Secretary, mailed or delivered personally to such officer by any person (other than the Board) entitled to call a special meeting of Shareholders, such officer shall cause notice to be given to the Shareholders entitled to vote, and a meeting will be held at a time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of such request.

#### *SECTION 2.6 LIST OF SHAREHOLDERS*

After the record date for a meeting has been fixed, the corporation shall prepare an alphabetized list of names, addresses and number of shares of all Shareholders for inspection by any shareholder beginning two days after the notice of the meeting is given.

*SECTION 2.7 WAIVER OF NOTICE*

The transaction of any meeting of shareholders, however, called and noticed, and wherever held, as valid as though had at a meeting duly held after regular call and notice, if a quorum is present, whether in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All such waivers and/or consents shall be filed with the corporate records or made part of the minutes of the meeting. No business to be transacted at the meeting, or the purpose of any annual or special meeting of the shareholders need to be specified in any written waiver of notice.

*SECTION 2.8 WAIVER OF NOTICE OR CONSENT BY ABSENT SHAREHOLDERS*

After called or noticed the transactions of any meeting of shareholders shall be valid as though had at a meeting duly, if a quorum is presented either in person or by proxy, either before or after the meeting, all shareholders entitled to vote not present in person or by proxy, sign a written waiver of notice, or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Shareholders attend the meeting shall constitute a waiver of notice, unless objection shall be made as provided in Sec. 601(e).

*SECTION 2.9 ACTION WITHOUT MEETING*

Unless otherwise provided in the Bylaws, any action that may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice if a consent, in writing, setting forth the action so taken, shall be signed by the shareholders having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Unless the consents of all shareholders entitled to vote have been solicited in writing, notice given to shareholders if less than unanimous written consent before the consummation of the action authorized by such approval.

- (1) Notice of any shareholder approval pursuant to California Corporation Code Section 310 (approval of a contract or other transaction between the corporation and one or more of its directors has a material financial interest), Section 317 (indemnification by corporation of its director, officer, employee or agent arising out of court for administration and/or investigation proceeding), section 1201 (approval of the principal term of a reorganization), or section 2007 (approval of a plan of distribution of shares

as part of the winding up of the corporation) without a meeting by less than unanimous written consent shall be given at least ten (10) days before the consummation of the action authorized by such approval, and

- (2) Prompt notice shall be given of the taking of any other corporate action approved by shareholders without a meeting by less than unanimous written consent, to all shareholders entitled to vote who have not consented in writing.

Notwithstanding any of the foregoing provisions of these bylaws, directors may not be elected by written consent except by the unanimous written consent of all shares entitled to vote for the election of directors.

#### *SECTION 2.10*

#### *QUORUM*

The holders of a majority of the share entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders for the transaction of any business unless otherwise provided by law, by the Article of Incorporation, or by provisions of these bylaws. If a quorum is present, the affirmative vote of the majority of shareholders represented at the meeting and entitled to vote on any matter shall be the act of the shareholders, unless the vote of a greater number is required by law and except as provided in the following paragraphs of this section.

The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action is approved by a majority of the shareholders require to initially constitute a quorum.

In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but no other business may be transacted unless otherwise provided in the foregoing paragraph of this section.

#### *SECTION 2.11*

#### *VOTING*

Only shareholders' name stand on the stock records of the corporation are entitled to vote on any shareholder's meeting, unless some other day be fixed by the board of directors for determination of shareholders of record, then on such other day be entitled to vote on such meeting.

According to California Corporation Code Section 13401 (d) a "disqualified person" shall have no voting power.

All qualified shareholders entitled to vote on any matter or issue to one vote for each share held, unless otherwise provided by law, by the Articles of Incorporation, or by

provisions of these bylaws. Shareholders entitled to vote may vote his or her shares in favor of, or against any matter, proposal, or issue. Any shareholder entitled to vote may vote part of his or her shares and refrain from voting the remaining shares. If shareholder fails to specify the number of shares he or she is affirmatively voting, it will be conclusively presumed that the shareholder's approving votes is with respect to all shares the shareholder is entitled to vote.

In order for a corporation to determine the shareholders entitled to notice of and to vote on any shareholder's meeting, or entitled to receive payment of any cash or stock dividend or distribution, or any allotment of rights, or to exercise rights in respect to any lawful action. The board of directors may fix a record date in future not more than sixty (60) days or less than ten (10) days preceding the date of any shareholder's meeting or entitled to receive payment of any cash or stock dividend or distribution, or any allotment of rights, or to exercise rights in respect to any lawful action.

If no record day is fixed:

- (1) The record date for determining shareholders entitled to notice of, or to vote, at a meeting of shareholders, shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.
- (2) The record date for determining the shareholders entitled to give consent to corporate actions in writing a meeting, when no prior action by the board is necessary, shall be the day on which the first written consent is given.
- (3) The record date for determining shareholders for any other purpose shall be at the close of business on the day on which the board adopts the resolution relating thereof, or the 60<sup>th</sup> day prior to the date of such other action, whichever is later.

## *SECTION 2.12*

## *CUMULATIVE VOTING*

All qualified shareholders are entitled to vote at any election of directors, may cumulate their votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which the shareholders' shares are entitled, or distributed the shareholders' votes on the same principle among as many candidates as he or she think fit.

All qualified shareholders shall not be entitled to cumulate votes unless the candidates' names have been placed in nomination prior to vote and the shareholders have given notice at the meeting before the voting has begun that his or her intention to cumulate votes.

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*SECTION 2.13*

*PROXIES*

Every shareholder entitled to vote may authorize another person or person to act by proxy in a meeting by filling a written proxy with the secretary of the corporation.

A proxy is invalid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy continues in full force and effect until revoked by the person executing it prior to the vote pursuant thereto unless otherwise provided by the General Corporation Law.

A "proxy" is a written authorization signed by a shareholder or a shareholder's attorney in fact giving another person rights to vote or consent in writing with respect to the shares of such shareholder, and "signed" name on the proxy whether by manual signature, computer image – included but not limited to scanner and laser printer output, typewriting, telegraphic transmission or by any other means by such shareholder or such shareholder's attorney in fact.

Revocation of proxy may be effected by sending a written statement stated that the proxy is revoked or by a subsequent proxy executed by the person executive the prior proxy and presented to the meeting, or attended at such meeting and vote in person by person executing the proxy. The dates contained on the forms of proxy presumptively determine the order of execution, regardless of the postmark on the envelope in which they were mailed.

A proxy is not revoked by the death or incapacity of the maker, unless, before the vote is counted, written statement of such death or incapacity is received by the corporation.

*SECTION 2.14*

*SHAREHOLDERS' AGREEMENT*

A corporation elects to become a close corporation, an agreement between two or more shareholders thereof, if in writing and signed by the shareholders may provide that in exercising any voting rights the shares held by them shall be voted as provided therein or in section 706, any may otherwise modify these provisions as to shareholders' meeting and actions.

Any shareholder's agreement authorized by section 300 (b), shall only be effective to modify the term of these bylaws if this corporation elects to become a close corporation with appropriate filing or amendment of its Articles of Incorporation as required by section 202 and shall terminate when this corporation ceases to be a close corporation. Such an agreement cannot waive or alter Section 158, (defining close corporations), Section 202 (requirements of Articles of Incorporation), Section 500 and Section 501 relative to distributions, Section 111 (merger), Section 1201 (e) (reorganization) or Chapters 15 (Records and Reports) or Section 16 (Rights of Inspection), Section 18 (Involuntary Dissolution) or Section 22 (Crimes and Penalties), all of the California Corporations Code. Any other provisions of the Code or these Bylaws may be altered or waived thereby, but to the extent they are not so altered or waived, these Bylaws shall be applicable.

## ARTICLE III DIRECTORS

### SECTION 3.1 RESPONSIBILITY OF DIRECTORS

Subject to the provisions of California Corporation Code Section 300 and any limitations in the articles relating to action required to be approved by the shareholders (section 153) or by the outstanding shares (section 152), or by a less than majority vote of a class or series of preferred shares (section 402.5), the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board.

### SECTION 3.2 NUMBER OF DIRECTORS

The authorized number of directors of the corporation shall be one (1) until changed by a duly adopted amendment of Articles of Incorporation or by an amendment to these bylaws by the vote or written consent of majority shareholders entitled to vote, as provided in section 212.

### SECTION 3.3 ELECTION AND TENURE OF OFFICE

The directors shall be elected at the annual shareholders meeting to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term and until a successor has been elected and qualified.

Director(s) is/are not required be citizen of the United States of America, resident of the State of California or any other states, or shareholder of this corporation.

### SECTION 3.4 VACANCIES

A vacancy on the board of directors shall exist in case of death, resignation, unable to perform the duties of a director due to declared of unsound mind by a court or has been convicted of a felony, or in case of the shareholders fail to elect the full authorized number of qualified directors at any annual shareholder or special meeting.

Unless otherwise provided in the Articles of Incorporation or in this bylaws and except for a vacancy created by the removal of a director, vacancies on the board of directors may be filled by approval of the board, or if the number of directors in office is less than a quorum, by (1) the unanimous written consent of the directors in office, (2) the affirmative vote of a majority of the directors in office at a meeting held pursuant to notice or waivers of notice complying with this bylaws, or (3) a sole remaining director. Unless otherwise provided in the Articles of Incorporation or in these bylaws, vacancies occurred on the board due to removal of directors may be filled only by approval of the shareholders,

elected director shall hold office until next annual shareholders meeting or a successor has been elected or qualified.

The shareholders may elect a director or directors at any time to fill any vacancy not filled by the directors, however, any such election by written consent shall require the consent of a majority of the shareholders entitled to vote.

No reduction of the authorized number of directors shall be removed before his or her term of office expires.

Any director may resign effective upon giving a written notice to the chairman of the board of directors, the president, the secretary, or vice-chairman of the board of director if any, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a later time, a successor may be elected to take office when the resignation becomes effective.

### *SECTION 3.5                    REMOVAL OF DIRECTORS*

The entire board of directors or any one of the directors may be removed without cause if such removal is approved by a majority of the shareholders entitled to vote, subject to the provisions of California Corporation Code section 303. Unless otherwise provided in the Articles of Incorporation, in this bylaws and exception of the provisions of the California Corporation Code section 302, 303 and 304, no director can be removed prior to the expiration of his or her term of office.

The superior Court of the proper county may, on the suite of shareholders holding at least 10 percent of the number of outstanding shares of any class, remove any directors in case of fraudulent or dishonest acts or gross abuse of authority or discretion with reference to the corporation and may bar from re-election any director so removed for a period prescribed by the court. The corporation shall be made a party to such action.

### *SECTION 3.6                    NOTICE, PLACE, AND MANNER OF MEETING*

Meetings of the board of directors may be called by the Chairman, the Secretary, or the President, or the Vice-Chairman if any, or any two (2) of the directors. The meeting can be held at any place, within or without the State of California, if not stated in the notice or if there is no notice, at the principal executive office of the corporation. Meetings of the board of directors may be held through use of video or telephone conference or any other communications equipment, as long as all directors participating in the meeting can hear one another. Accurate time of any meeting of the board of directors shall be maintained as required by General Corporation Code section 1500.

*SECTION 3.7 ANNUAL AND REGULAR MEETINGS*

An annual meeting of the board of directors shall be held without notice, at the same place as the annual shareholders meeting.

Regular meetings of the board of directors shall be held at such times and places as may be fixed by the board of directors, or in this bylaws. No call or notice is required for regular meetings.

*SECTION 3.8 SPECIAL MEETING -- NOTICE AND WAIVERS*

Special meetings of the board of directors shall be held upon four (4) days' notice by mail, or forty-eight hours' notice delivered personally or by telephone, by telegraph, by fax or by email. If a notice is sent to a director by mail, it shall addressed to him or her at the address as it is shown in the corporate records, if the notice is sent by mail it shall be deposited in the United State mail, postage prepaid. A notice or waiver of notice need not specify the purpose of any special meeting of the board of directors.

When all the directors are present at any meeting of the board of directors, called or noticed, and either (a) sign a written consent thereto on the records of such meeting, or, (b) if a majority of the directors are present and if those not present sign a waiver of notice of such meeting or a consent to holding the meeting or an approval of the minutes thereof, whether before or after such meeting, consent or approval shall be filed with the secretary of the corporation, or, (c) if a director attends a meeting without notice but without protesting, prior thereto or at its commencement, then the transactions thereof are as valid as if had at a meeting regularly called and noticed.

*SECTION 3.9 QUORUM*

A quorum for any meeting of the board of directors shall consist of one-third of authorized number of directors or at least two directors, whichever is greater, until changed by amendment of these bylaws. Solely director constitutes a quorum, if the authorized number of director is only one.

Every act or decision done or made majority of the directors present at a meeting duly held at which a quorum is present is the act of the board, subject to the provision of California Corporation Code section 310 (approval of contracts and transactions in which a director has material financial interest); section 311 (designation of committees); and section 317(e) (indemnification of directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approval by at least a majority of the required quorum for such meeting.

*SECTION 3.10*

*COMPENSATION*

No salary shall be paid for the directors for their services but, by resolution, the board of directors may be paid for fixed sum and expense of attendance any regular or special meeting of the board of directors; provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation.

**ARTICLE IV      OFFICERS**

*SECTION 4.1      OFFICERS*

The officers of the corporation shall be a president, a vice-president, a secretary, and a chief financial officer. The corporation also may have such other officers with such titles and duties as shall be determined by the board of directors. The same person can hold more than one office at the same time.

*SECTION 4.2      ELECTION*

All officers of the corporation shall be elected by the board of directors at the annually or special board of directors' meeting. All officers shall hold office until he or she shall resign or shall be removed or otherwise disqualified to serve, or a successor shall be elected and qualified.

*SECTION 4.3      REMOVAL AND RESIGNATION OF OFFICERS*

An officer under any contract of employment may be removed at any time, either with or without clause, by the board of directors at any regular or special meeting of the board of directors.

Any officer may resign at any time by giving a written notice to the board of directors, or to the president, or to the secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any time specified in such notice; and, unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. The removal or resignation of any office shall be without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

*SECTION 4.4 SUBORDINATE OFFICER*

Any other officers may be appointed by the board of directors as the business of the corporation may require, each of them shall hold office for such period, have such authority and perform such duties which are provided in the bylaws or determine by the board of directors at any time.

*SECTION 4.5 VACANCIES*

A vacancy in any office due to death, removal, disqualification or any other cause shall be filled in the manner described in these bylaws for regular appointment to such office.

*SECTION 4.6 PRESIDENT*

The president, subject to the direction and controlled by the board of directors, shall be the chief executive officer of the corporation and, have general supervision, direction, and control of the business and affairs of the corporation. He or she shall preside at all board of directors and shareholders' meeting. Unless otherwise stated by the board of directors and by these bylaws, the president shall have general powers and duties of management usually vested in the office of the president of a corporation, and shall have other powers and duties which may be prescribed by the board of directors or by these bylaws. The president shall be ex officio a member of all standing committee, including but not limited to executive committee.

*SECTION 4.7 VICE PRESIDENT*

In the absence or disability of the president, the vice president, in order of their rank as fixed by the board of directors, or if not ranked, any one of the vice president may appointed by the board of directors, shall perform all the powers and duties of the president, and be subject to all restriction, direction and control as the president have. Any one of the vice president shall have such other powers and perform such other duties at any time be prescribed by the board of directors or in these bylaws.

*SECTION 4.8 SECRETARY*

The secretary shall keep (a) a book of minutes of all regular and special meetings of directors and shareholders which stated that accurate time and place where the meeting held, in special meeting, how called and authorized; the notice given or waivers of notice received; the name of the directors present at the meeting, and the number of share present at the shareholders' meetings; (b) a share register shows the names of the shareholders and

their address, the number and classes of share held by each shareholder, the number and date of certificates issued for shares, and the number and date of cancellation of each certificate was surrendered for cancellation; (c) a copy or the original of the bylaws of the corporation, if any, amended or altered which was certified by him or her; (d) give notice to all meetings of directors and shareholders as required by law or by provisions of these bylaws; (e) be custody the seal of the corporation; (f) have such other powers and perform such other duties from time to time be prescribed by the board of directors or by these bylaws.

*SECTION 4.9                      TREASURER*

The treasurer shall be the chief financial officer of the corporation, shall (a) keep and maintain adequate and correct accounting records and books; (b) shall deposit and credit all moneys and any valuable items under the name of the corporation with such depositaries as may be designated by the board of directors; (c) keep and maintain adequate and correct accounts of the properties and all business transactions of the corporation, including accounts of assets, liabilities, receipts, disbursements, profits, losses, capital, and shares, the accounting records shall be inspect by any directors at any reasonable times; (d) disburse the fund as may be ordered by the board of directors and surrender all accounts of transactions of the corporation; (e) have such other powers and duties as may prescribed by the board of directors or in these bylaws.

*SECTION 4.10                      SALARIES*

All officers in this cooperation shall pay a fixed amount of salary as their compensation for services. This fixed amount of salary may be reviewed by the board of directors annually.

**ARTICLE V            COMMITTEES**

*SECTION 5.1            BOARD OF COMMITTEES*

The board of committees, by resolution, be appointed and passed by a majority of the authorized number of directors, designate one or more committees, each consists of two or more directors, to serve at the pleasure of the board. Any director may be designated as alternate member of any committee, to replace any absent or disqualified member of at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except with respect to:

- (1) The approval of any action for which is required the approval of the shareholders or the approval of the outstanding shares.
- (2) The filling of vacancies on the board or in any committee.
- (3) The fixing of salary of the directors for serving on the board or in any committee.
- (4) The amendment or repeal of bylaws or the adoption of new bylaws.
- (5) The amendment or repeal of any resolution of the board which is not so amendable or repealable.
- (6) A distribution to the shareholders of the corporation, except at a rate or in a periodic amount or within a price range which is determined by the board of directors.
- (7) The appointment of other committees of the board or the members thereof.

## ARTICLE VI        RECORDS AND REPORTS

### *SECTION 6.1        RIGHTS TO INSPECTION*

In accordance with California Corporation Code section 1500, all books and records shall be open for inspection by any directors and shareholders at reasonable time, in the manner provided by California Corporation Code section 1600-1605.

### *SECTION 6.2        RECORDS AND BOOKS*

The corporation shall keep and maintain adequate and correct accounting records and books, and record of all business transactions and properties. All such books, records and accounts shall be kept at its principal executive office in the State of California, as fixed by the board of directors at any time.

### *SECTION 6.3        INSPECTION BY SHAREHOLDERS*

Inspection by a shareholder or a holder of voting trust certificate may be done in person or by attorney or by representative, the rights of inspection included by not limited to copy and make extracts.

Any shareholders or holders of voting trust certificate can open to inspection and copying share register at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to such holders' interest as a shareholder or holder of voting trust certificate.

Any shareholders and holders of voting trust certificate can open to inspection the accounting books and records and minutes of proceedings of the shareholders and the board and committees of the board upon the written demand of the corporation at any reasonable time during usual business hours, for any proper purpose reasonably related to such holders' interest as a shareholder or shareholders or holders of voting trust certificate.

Shareholders shall have all rights to inspect the original or copy of these bylaws, as amended to date and kept at the corporation's principal executive office, at all reasonable times during business hours.

### *SECTION 6.4        INSPECTION BY DIRECTORS*

All directors shall have absolute right to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation, domestic of foreign at any reasonable time during usual business hours. Such inspection made by

done by person or by attorney or by representative. The right of inspection included by not limited to copy and make extracts.

*SECTION 6.5 AVAILABLE OF RECORD IN WRITTEN FORM*

If any record is not maintained in written form, a request for inspection is not complied with unless and until the corporation at its expense makes such record available in written form.

*SECTION 6.6 ANNUAL FILINGS*

Required by the Corporation Law, the corporation shall file statement of information annually and pay the filing fee.

*SECTION 6.7 RECORD OF CHECKS & DRAFTS*

All checks, drafts or other orders for payment of money, notes or indebtedness issued under the name of the corporation, shall be signed and endorsed by the person or persons, shall be determined by the Board of Directors.

*SECTION 6.8 EXECUTION OF CONTRACTS*

The Board of Directors may authorize any office or officers, agent or agents, to enter into any contract or execute any agreements on behalf of the corporation. Unless authorize by the Board of Directors, no officer, agent, or employees shall have any right to bind the corporation by any contract or agreement, or to pledge its credit, or to render liable for any amount.

*SECTION 6.9 ANNUAL REPORT TO SHAREHOLDERS*

The Board of Directors shall cause an annual report to be sent to the shareholders no later than 120 days after the close of the fiscal or calendar year. Waive of annual report send to shareholders so long as the corporation shall have less than 100 shareholders.

## ARTICLE VII      CERTIFICATES AND TRANSFERS OF SHARES

### *SECTION 7.1      CERTIFICATES FOR SHARES*

The corporation shall issue certificates for its share when fully paid. Each certificate of share of the corporation shall be issued in numerical order, and shall set forth the name of the record holder of the shares represented thereby; the number, the designation, if any, and the class or series of shares represented thereby; the par value, if any, of the shares represented thereby, and such other statements, as applicable, prescribed by section 416-419 of the General Corporation Law of the State of California. The name and address of the record holder, the number of share issued and the date of issue shall be entered on the stock transfer legend.

Each certificate for the shares shall be signed in the name of the corporation by the Chairman of the Board of Directors, if any, or by Vice Chairman of the Board of Directors, if any, or by the President, if any, or by the Vice President, if any, and by the Chief Financial Officer or the Secretary or an Assistance Secretary. Any of all of the signatures on a certificate for share may be a facsimile, an electronic or digitized signature. If any officer, transfer agent or registrar who has signed or placed a facsimile or electronic or digitized signature on the certificate for share, has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were an office, transfer agent or registrar at the date of issue.

### *SECTION 7.2      TRANSFER OF SHARES*

According to the General Corporation Law and/or Corporate Securities Law of 1968 which may restrict the transferable of shares. Transfer of shares of the corporation shall be made only on the record holders of the corporation by the registered holders thereof, or by his/her legal representative who shall provide proper evidence of authority to transfer, or by his/her attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation or with a transfer agent or a registrar, and on surrender of the cancellation of such shares.

### *SECTION 7.3      LOST OR DESTROYED CERTIFICATES FOR SHARES*

The corporation may issue new certificates for shares or for any other security in the place of any certificate which is alleged to have been lost, stolen or destroyed. Under such condition, the corporation may require such owner or his or her legal representative to give the corporation a bond, or other adequate security, sufficient to indemnify it against any claim that may be made against it, including any expense or liability, on the account of the alleged, theft or destruction of any certification or the issuance of such new certificate.

*SECTION 7.4 RECORD DATE FOR SHAREHOLDERS*

The Board of Directors may fix a time in the future as a record date for the determination of the shareholders entitled to notice of and to vote at any shareholders' meeting or entitled to receive payment of any cash or stock dividend or distribution, or any allotment of rights, or to exercise rights in respect to any other lawful action. The fixed record date shall not more than sixty (60) days or less than ten (10) days prior to the date of the meeting nor more than sixty (60) days prior to any other action.

*SECTION 7.5 CLOSE CORPORATION CERTIFICATES*

All certificates representing shares of this corporation, in the event it shall elect to become a close corporation, shall contain the legend required by Section 418(c).

## ARTICLES VIII      AMENDMENT OF ARTICLES

### *SECTION 8.1              AMENDMENT OF ARTICLES*

A corporation may amend its articles from time to time, in any and as many respects as may be desired, so long as its articles as amended contain only such provisions as it would be lawful to insert in original articles filed at the time of the filing of the amendment and, if a change in shares or the rights of shareholders or an exchange, reclassification or cancellation of shares or rights of shareholders is to be made, such provisions as may be necessary to effect such change, exchange, reclassification or cancellation.

### *SECTION 8.2              AMENDMENT BEFORE SHARES ISSUED*

Before any shares have been issued, any amendment of the articles may be adopted by a writing signed by a majority of the incorporators, if directors were not named in the original articles and have not been elected, or, if directors were named in the original articles or have been elected, by a majority of the directors.

### *SECTION 8.3              AMENDMENT AFTER SHARES ISSUED*

After any shares have been issued, amendments may be adopted if approved by the board and approved by more than 50% the outstanding shares.

### *SECTION 8.4 AMENDMENT BY INCORPORATOR*

If the amendments adopted by the incorporators or the board, the corporation shall file a certificate of amendment signed and verified by a majority of the incorporators or of the board, as the case may be, which shall state that the signers thereof constitute at least a majority of the incorporators or of the board, that the corporation has issued no shares and that they adopt the amendment or amendments therein set forth. In the case of amendments adopted by the incorporators, the certificate shall also state that directors were not named in the original articles and have not been elected.

A proposed amendment must be approved by the outstanding shares of a class, whether or not such class is entitled to vote thereon by the provisions of the articles, if the amendment would:

1. Increase or decrease the aggregate number of authorized shares of such class
2. Effect an exchange, reclassification, or cancellation of all or part of the shares of such class, including a reverse stock split but excluding a stock split.
3. Effect an exchange, or create a right of exchange, of all or part of the shares of another class into the shares of such class.

4. Change the rights, preferences, privileges or restrictions of the shares of such class.
5. Create a new class of shares having rights, preferences or privileges prior to the shares of such class, or increase the rights, preferences or privileges or the number of authorized shares of any class having rights, preferences or privileges prior to the shares of such class.
6. In the case of preferred shares, divide the shares of any class into series having different rights, preferences, privileges or restrictions or authorize the board to do so.
7. Cancel or otherwise affect dividends on the shares of such class which have accrued but have not been paid.

**ARTICLES IX      SALES OF ASSETS**

*SECTION 9.1      ASSETS APPROVED BY THE BOARD*

Any mortgage, deed of trust, pledge or other hypothecation of all or any part of the corporation's property, real or personal, for the purpose of securing the payment or performance of any contract or obligation may be approved by the board. Unless the articles otherwise provide, no approval of shareholders or of the outstanding shares shall be necessary for such action.

A corporation may sell, lease, convey, exchange, transfer, or otherwise dispose of all or substantially all of its assets when the principal terms are approved by the board, and, unless the transaction is in the usual and regular course of its business, approved by the outstanding shares, either before or after approval by the board and before or after the transaction.

Notwithstanding approval of the outstanding shares, the board may abandon the proposed transaction without further action by the shareholders, subject to the contractual rights, if any, of third parties.

The sale, lease, conveyance, exchange, transfer or other disposition may be made upon those terms and conditions and for that consideration as the board may deem in the best interests of the corporation. The consideration may be money, securities, or other property.

## ARTICLES X      MERGER & CONVERSION

### SECTION 10.1      TERMS OF MERGER

A corporation may merge with one or more domestic corporations, foreign corporations, or other business entities. The board of each corporation which desires to merge shall approve an agreement of merger. The constituent corporations shall be parties to the agreement of merger and other persons, including a parent party, may be parties to the agreement of merger. The agreement shall state all of the following:

1. The terms and conditions of the merger.
2. The amendments of the articles of the surviving corporation to be effected by the merger, if any. If any amendment changes the name of the surviving corporation the new name may be the same as or similar to the name of a disappearing domestic or foreign corporation.
3. The name and place of incorporation of each constituent corporation and which of the constituent corporations is the surviving corporation.
4. The manner of converting the shares of each of the constituent corporations into shares or other securities of the surviving corporation and, if any shares of any of the constituent corporations are not to be converted solely into shares or other securities of the surviving corporation, the cash, rights, securities, or other property which the holders of those shares are to receive in exchange for the shares, which cash, rights, securities, or other property may be in addition to or in lieu of shares or other securities of the surviving corporation, or that the shares are canceled without consideration.
5. Other details or provisions as are desired, if any, including, without limitation, a provision for the payment of cash in lieu of fractional shares or for any other arrangement with respect thereto consistent with the provisions.

Each share of the same class or series of any constituent corporation (other than the cancellation of shares held by a constituent corporation or its parent or a wholly owned subsidiary of either in another constituent corporation) shall, unless all shareholders of the class or series consent, be treated equally with respect to any distribution of cash, rights, securities, or other property. Except in a short-form merger, and in the merger of a corporation into its subsidiary in which it owns at least 90 percent of the outstanding shares of each class, the nonredeemable common shares or nonredeemable equity securities of a constituent corporation may be converted only into nonredeemable common shares of the surviving party or a parent party if a constituent corporation or its parent owns, directly or indirectly, prior to the merger shares of another constituent corporation representing more than 50 percent of the voting power of the other constituent corporation prior to the merger, unless all of the shareholders of the class consent.

The corporation may be converted into a domestic other business entity if,

1. Each share of the same class or series of the converting corporation shall, unless all the shareholders of the class or series consent, be treated equally with respect to any cash, rights, securities, or other property to be received by, or any obligations or restrictions to be imposed on, the holder of that share, and
2. Nonredeemable common shares of the converting corporation shall be converted only into nonredeemable equity securities of the converted entity unless all of the shareholders of the class consent; provided, however, that clause shall not restrict the ability of the shareholders of a converting corporation to appoint one or more managers, if the converted entity is a limited liability company, or one or more general partners, if the converted entity is a limited partnership, in the plan of conversion or in the converted entity's governing documents. Notwithstanding this section, the conversion of a corporation into a domestic other business entity may be effected only if both of the following conditions are complied with:
  - a) The law under which the converted entity will exist expressly permits the formation of that entity pursuant to a conversion.
  - b) The corporation complies with any and all other requirements of any other law that applies to conversion to the converted entity.

**ARTICLES XI      BANKRUPTCY, REORGANIZATIONS AND  
ARRANGEMENTS**

*SECTION 11.1      BANKRUPTCY ARRANGEMENTS*

Any domestic corporation with respect to which a proceeding has been initiated under any applicable statute of the United States, as now existing or hereafter enacted, relating to reorganizations or arrangements of corporations, has full power and authority to put into effect and carry out any plan of reorganization or arrangement and the orders of the court or judge entered in such proceeding and may take any proceeding and do any act provided in the plan or directed by such orders, without further action by its board or shareholders. Such power and authority may be exercised and such proceedings and acts may be taken, as may be directed by such orders, by the trustee or trustees of such corporation appointed in the reorganization or arrangement proceeding (or a majority thereof), or if none is appointed and acting, by officers of the corporation designated or a master or other representative appointed by the court or judge, with like effect as if exercised and taken by unanimous action of the board and shareholders of the corporation.

A corporation may, alter, amend or repeal its bylaws; constitute or reconstitute its board and name, constitute or appoint directors and officers in place of or in addition to all or some of the directors or officers then in office; amend its articles; make any change in its capital stock; make any other amendment, change, alteration or provision authorized by this division; be dissolved, transfer all or part of its assets or merge as permitted by this division, in which case, however, no shareholder shall have any statutory dissenter's rights; change the location of its principal executive office or remove or appoint an agent to receive service of process; authorize and fix the terms, manner and conditions of the issuance of bonds, debentures or other obligations, whether or not convertible into shares of any class or bearing warrants or rights to purchase or subscribe to shares of any class; or lease its property and franchises to any corporation, if permitted by law.

## ARTICLES XII

## DISSOLUTION

### *SECTION 12.1*

### *DISSOLUTION BY SHAREHOLDERS*

The corporation may elect voluntarily to wind up and dissolve by the vote of shareholders holding shares representing 50 percent or more of the voting power. The corporation which comes within one of the following descriptions may elect by approval by the board to wind up and dissolve:

1. the corporation as to which an order for relief has been entered under Chapter 7 of the federal bankruptcy law.
2. the corporation which has disposed of all of its assets and has not conducted any business for a period of five years immediately preceding the adoption of the resolution electing to dissolve the corporation.
3. the corporation which has issued no shares.

### *SECTION 12.2*

### *DISSOLUTION BY INCORPORATORS*

Notwithstanding any other provision of this division, when a corporation has not issued shares, a majority of the directors, or, if no directors have been named in the articles or been elected, the incorporator or a majority of the incorporators may sign and verify a certificate of dissolution stating the following:

1. That the certificate of dissolution is being filed within 12 months from the date the articles of incorporation were filed.
2. That the corporation does not have any debts or other liabilities.
3. That the tax liability will be satisfied on a taxes paid basis or that a person or corporation or other business entity assumes the tax liability, if any, of the dissolving corporation and is responsible for additional corporate taxes, if any, that are assessed and that become due after the date of the assumption of the tax liability.
4. That a final franchise tax return, as described by Section 23332 of the Revenue and Taxation Code, has been or will be filed with the Franchise Tax Board as required under Part 10.2 (commencing with Section 18401) of Division 2 of the Revenue and Taxation Code.
5. That the corporation has not conducted any business from the time of the filing of the articles of incorporation.
6. That the known assets of the corporation remaining after payment of, or adequately providing for, known debts and liabilities have been distributed to the persons entitled thereto or that the corporation acquired no known assets, as the case may be.
7. That a majority of the directors, or, if no directors have been named in the articles or been elected, the incorporator or a majority of the incorporators authorized the dissolution and elected to dissolve the corporation.

8. That the corporation has not issued any shares, and if the corporation has received payments for shares from investors, those payments have been returned to those investors.
9. That the corporation is dissolved.

*SECTION 12.3*

*CERTIFICATE OF DISSOLUTION*

A certificate of dissolution signed shall be filed with the Secretary of State. Upon filing a certificate of dissolution a corporation shall be dissolved and its powers, rights, and privileges shall cease.

If the corporation has elected to wind up and dissolve a certificate evidencing such election shall forthwith be filed. The certificate shall be an officers' certificate or shall be signed and verified by at least a majority of the directors then in office or by one or more shareholders authorized to do so by shareholders holding shares representing 50 percent or more of the voting power and shall set forth:

1. That the corporation has elected to wind up and dissolve.
2. If the election was made by the vote of shareholders, the number of shares voting for the election and that the election was made by shareholders representing at least 50 percent of the voting power.
3. If the certificate is executed by a shareholder or shareholders, that the subscribing shareholder or shareholders were authorized to execute the certificate by shareholders holding shares representing at least 50 percent of the voting power.

If a voluntary election to wind up and dissolve may be revoked prior to distribution of any assets by the vote of shareholders holding shares representing a majority of the voting power, or by approval by the board. The certificate shall set forth:

1. That the corporation has revoked its election to wind up and dissolve.
2. That no assets have been distributed pursuant to the election.
3. If the revocation was made by the vote of shareholders, the number of shares voting for the revocation and the total number of outstanding shares the holders of which were entitled to vote on the revocation.
4. If the election and revocation was by the board, that shall be stated.

**ARTICLE XIII MISCELLANEOUS**

*SECTION 13.1 ACCOUNTING YEAR*

The accounting year shall be fix by the resolution of the Board of Directors. The Accounting year shall be fiscal or calendar year.

*SECTION 13.2 SUBSIDIARY CORPORATIONS*

Shares of this corporation owned by a subsidiary shall not be entitled to vote on any matter.

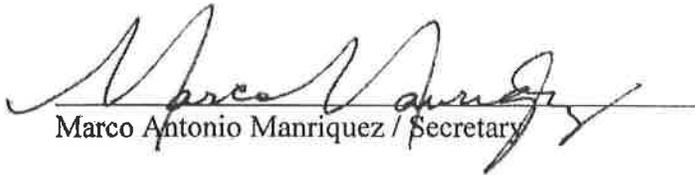
*SECTION 13.3 MISCELLANEOUS*

**CERTIFICATE OF ADOPTION OF THE BYLAWS**

This is to certify that I am the duly-elected, qualified and acting Secretary of the above mentioned corporation and that the above and foregoing code of bylaws was submitted to the shareholders at their first meeting held on the date set forth in these bylaws and recorded in the minutes thereof, was ratified by the vote of shareholders entitled to exercise the majority of the voting power of said corporation.

In the witness whereof, I have hereunto set my hand this

30<sup>th</sup> of November, 2016

  
Marco Antonio Manriquez / Secretary

DOCUMENT 00 61 13.13

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

LAUREL ELEMENTARY SCHOOL - FINISHING KITCHEN, PROJECT NO. 13179

("Project" or "Contract") which Contract dated MAY 7, 2018, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and MERCHANTS BONDING COMPANY ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

TWO MILLION SEVEN HUNDRED THIRTY-TWO THOUSAND AND NO/100

Dollars (\$ 2,732,000.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Laurel Elementary School  
Finishing Kitchen  
Project No. 13179  
February 22, 2018

**PERFORMANCE BOND**  
**DOCUMENT 00 61 13.13-1**

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

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

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

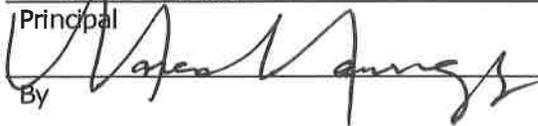
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety 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.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 10 day of MAY, 2018.

MAR CON BUILDERS, INC.

Principal

By



MERCHANTS BONDING COMPANY

Surety

By

SANDRA R. BLACK, ATTORNEY-IN-FACT

EDGEWOOD PARTNERS INSURANCE CENTER

Name of California Agent of Surety

1765 CHALLENGE WAY, STE. 200, SACRAMENTO, CA 95815

Address of California Agent of Surety

916-974-4614

Telephone No. of California Agent of Surety

**OAKLAND UNIFIED SCHOOL DISTRICT**

Laurel Elementary School

Finishing Kitchen

Project No. 13179

February 22, 2018

**PERFORMANCE BOND  
DOCUMENT 00 61 13.13-2**

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

END OF DOCUMENT

PREMIUM IS FOR THE CONTRACT TERM  
AND IS SUBJECT TO ADJUSTMENT BASED  
ON THE FINAL CONTRACT AMOUNT

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Laurel Elementary School  
Finishing Kitchen  
Project No. 13179  
February 22, 2018

**PERFORMANCE BOND**  
**DOCUMENT 00 61 13.13-3**

# CALIFORNIA ALL-PURPOSE 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 Sacramento }

On 5/10/2018 before me, Sokha Evans, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R Black  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Sokha Evans  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer is Representing:  
Merchants Bonding  
Company/Merchants  
National Bonding, Inc.

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

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

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Jonathan Russell; Kathleen Ann Beck; Sandra R Black; Sharon J Rusconi; Sokha Evans

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of June, 2017.

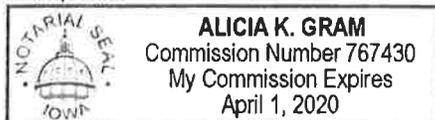


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 22nd day of June 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10 day of May, 2018



*William Warner Jr.*  
Secretary

DOCUMENT 00 61 13.16

**PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
**(100% Of Contract Price)**

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

LAUREL ELEMENTARY SCHOOL - FINISHING KITCHEN, PROJECT NO. 13179

("Project" or "Contract") which Contract dated MAY 7, 2018, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and MERHANTS BONDING COMPANY

(Surety)  
are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of TWO MILLION SEVEN HUNDRED THIRTY-TWO THOUSAND AND NO/100 Dollars (\$2,732,000.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Laurel Elementary School  
Finishing Kitchen  
Project No. 13179  
February 22, 2018

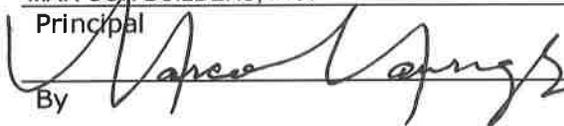
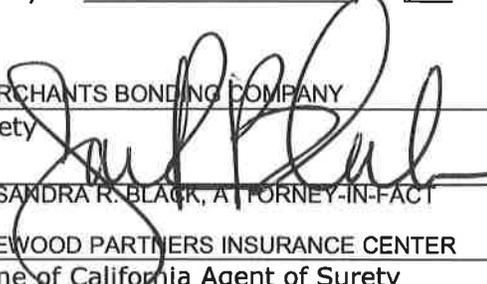
**PAYMENT BOND**  
**DOCUMENT 00 61 13.16-1**

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of 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, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 10 day of MAY 2018.

<u>MAR CON BUILDERS, INC.</u> Principal	<u>MERCHANTS BONDING COMPANY</u> Surety
By 	By 
	<u>SANDRA R. BLACK, A TORNEY-IN-FACT</u> Name of California Agent of Surety
	<u>EDGEWOOD PARTNERS INSURANCE CENTER</u> Name of California Agent of Surety
	<u>1765 CHALLENGE WAY, STE. 200, SACRAMENTO, CA 95815</u> Address of California Agent of Surety
	<u>916-974-4614</u> Telephone No. of California Agent of Surety

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

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Laurel Elementary School  
Finishing Kitchen  
Project No. 13179  
February 22, 2018

**PAYMENT BOND**  
**DOCUMENT 00 61 13.16-2**

# CALIFORNIA ALL-PURPOSE 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 Sacramento

On 5/10/2018 before me, Sokha Evans, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R Black

Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

Merchants Bonding  
Company/Merchants  
National Bonding, Inc.

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

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

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Jonathan Russell; Kathleen Ann Beck; Sandra R Black; Sharon J Rusconi; Sokha Evans

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

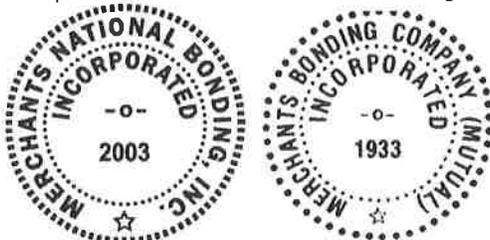
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of June, 2017.

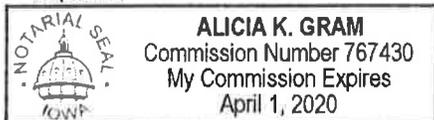


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 22nd day of June 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

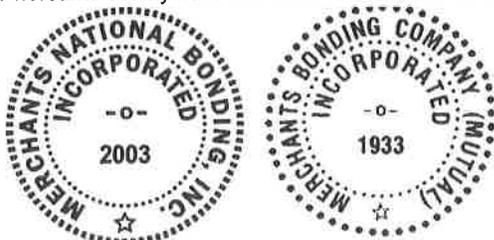


*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10 day of May, 2018



*William Warner Jr.*  
Secretary



**BID FORM AND PROPOSAL**

Oakland Unified School District ("District" or "Owner")

From: Mar Con Builders, Inc.  
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **13179**

**PROJECT: Laurel Elementary School - Finishing Kitchen**

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

<u>Two million Six hundred Thirty two thousand</u> dollars	\$ <u>2,632,000</u>
<b>Base Bid Amount</b>	
<u>One Hundred thousand</u> dollars	\$ <u>100,000.00</u>
<b>Contingency Allowance Amount</b>	
<u>Two million Seven hundred Thirty two thousand</u> dollars	\$ <u>2,732,000</u>
<b>Total Bid Amount</b>	
<b>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.</b>	

**Additive/Deductive Alternates:**

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

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**OAKLAND UNIFIED SCHOOL DISTRICT**  
Laurel Elementary School  
Finishing Kitchen  
Project No. 13179  
February 22, 2018

**BID FORM AND PROPOSAL**  
**DOCUMENT 00 40 01-2**

**Additional Detail Regarding Calculation of Base Bid**

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

**SCHEDULE OF UNIT PRICES**

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
  - Bid Bond on the District's form or other security
  - Designated Subcontractors List
  - Site Visit Certification
  - Non-Collusion Declaration
  - Iran Contracting Act Certification

9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>3-21-18</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>3-28-18</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>4-5-18</u>	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a B license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

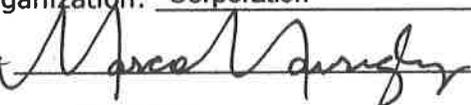
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 11th day of April 20 18

Name of Bidder: Mar Con Builders, Inc.

Type of Organization: Corporation

Signed by: 

Title of Signer: President

Address of Bidder: 8108A Capwell Dr, Oakland, CA 94621

Taxpayer Identification No. of Bidder: 81-4673000

Telephone Number: 510-639-1914

Fax Number: 510-639-1915

E-mail: marco@marconcompany.com Web Page: www.marconcompany.com

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Laurel Elementary School  
Finishing Kitchen  
Project No. 13179  
February 22, 2018

**BID FORM AND PROPOSAL  
DOCUMENT 00 40 01-5**

Contractor's License No(s): No.: 829636 Class: B Expiration Date: 03.31.19

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: 1000049865

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Laurel Elementary School  
Finishing Kitchen  
Project No. 13179  
February 22, 2018

**BID FORM AND PROPOSAL**  
**DOCUMENT 00 40 01-6**

**BID FORM AND PROPOSAL**

Oakland Unified School District ("District" or "Owner")

From: Vila Construction Co.  
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **13179**

**PROJECT: Laurel Elementary School – Finishing Kitchen**

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

Three Million, One Hundred Twenty-one Thousand, Three Hundred	dollars	\$ 3,121,300
<b>Base Bid Amount</b>		
One Hundred thousand	dollars	\$ 100,000.00
<b>Contingency Allowance Amount</b>		
Three Million, Two Hundred Twenty-one Thousand, Three Hundred	dollars	\$ 3,221,300
<b>Total Bid Amount</b>		
<b>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.</b>		

**Additive/Deductive Alternates:**

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

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**OAKLAND UNIFIED SCHOOL DISTRICT**  
Laurel Elementary School  
Finishing Kitchen  
Project No. 13179  
February 22, 2018

**BID FORM AND PROPOSAL**  
**DOCUMENT 00 40 01-2**

**Additional Detail Regarding Calculation of Base Bid**

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

**SCHEDULE OF UNIT PRICES**

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
  - Bid Bond on the District's form or other security
  - Designated Subcontractors List
  - Site Visit Certification
  - Non-Collusion Declaration
  - Iran Contracting Act Certification

9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <b>March 21, 2018</b>	No. _____, Dated _____
No. <u>2</u> , Dated <b>March 28, 2018</b>	No. _____, Dated _____
No. <u>3</u> , Dated <b>April 4, 2018</b>	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a B license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

**OAKLAND UNIFIED SCHOOL DISTRICT**  
 Laurel Elementary School  
 Finishing Kitchen  
 Project No. 13179  
 February 22, 2018

**BID FORM AND PROPOSAL  
 DOCUMENT 00 40 01-4**

Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

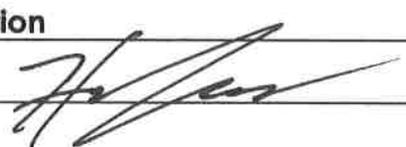
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this Eleventh day of April 20 18

Name of Bidder: Vila Construction Co.

Type of Organization: Corporation

Signed by: Henry R. Vila 

Title of Signer: Vice President

Address of Bidder: 590 South 33rd Street, Richmond, CA 94804

Taxpayer Identification No. of Bidder: 946095524

Telephone Number: (510) 236-9111

Fax Number: 510-236-4979

E-mail: henry@vilaconstruction.com Web Page: www.vilacc.com

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Laurel Elementary School  
Finishing Kitchen  
Project No. 13179  
February 22, 2018

**BID FORM AND PROPOSAL  
DOCUMENT 00 40 01-5**

Contractor's License No(s): No.: **300454** Class: **A & B** Expiration Date: **12/31/19**

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: **1000001795**

END OF DOCUMENT

**SITE VISIT CERTIFICATION**

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

PROJECT: **Laurel Elementary School – Finishing Kitchen**

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.

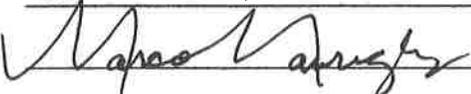
X  I certify that Gilberto Rosas (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the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

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

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

Date: 4-11-18

Proper Name of Bidder: Mar Con Builders, Inc

Signature: 

Print Name: Marco Manriquez

Title: President

END OF DOCUMENT

**NON-COLLUSION DECLARATION  
(Public Contract Code Section 7106)**

The undersigned declares:

I am the President of Mar Con Builders, Inc, the party making the foregoing bid.  
[Title] [Name of Firm]

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

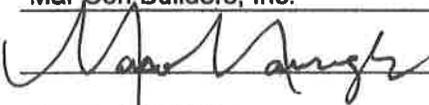
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4-11-18,

at Oakland, CA.  
[City] [State] [Date]

Date: 4-11-18

Proper Name of Bidder: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President

END OF DOCUMENT

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code Sections 2202-2208)**

PROJECT/CONTRACT NO.: 13179 between Oakland Unified School District ("District") and Mar Con Builders, Inc ("Contractor" or "Bidder") ("Contract" or "Project").

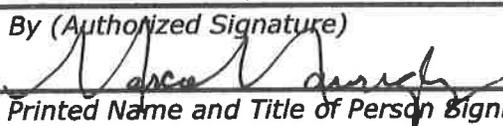
Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete **OPTION 1**, check the corresponding box **and** complete the certification below. To complete **OPTION 2**, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person 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.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

**CERTIFICATION:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i> Mar Con Builders, Inc	<i>Federal ID Number (or n/a)</i> 81-4673000
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Marco Manriquez, President	<i>Date Executed</i> 4-11-18

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**  
 Laurel Elementary School  
 Finishing Kitchen  
 Project No. 13179  
 February 22, 2018

**IRAN CONTRACTING ACT CERTIFICATION**  
**DOCUMENT 00 45 01**

**BID BOND**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Mar Con Builders, Inc., dba  
Mar Con Co., a California Corporation, as Principal ("Principal"),  
and Merchants Bonding Company, as  
Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of  
the State of California and authorized to do business as a surety in the State of California,  
are held and firmly bound unto the Oakland Unified School District ("District") of Alameda  
County, State of California, as Oblige, in an amount equal to ten percent (10%) of the  
Base Bid plus alternates, in the sum of

Not to exceed ten percent of the bid amount Dollars (\$ Not to exceed 10%  
of the bid amount)

lawful money of the United States of America, for the payment of which sum well and truly  
to be made, we, and each of us, bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a  
bid to the District for all Work specifically described in the accompanying bid for the  
following project: Laurel Elementary School, Finishing Kitchen ("Project" or "Contract").  
Project No. 13179

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner  
required under the Contract Documents, after the prescribed forms are presented to  
Principal for signature, enters into a written contract, in the prescribed form in accordance  
with the bid, and files two bonds, one guaranteeing faithful performance and the other  
guaranteeing payment for labor and materials as required by law, and meets all other  
conditions to the Contract between the Principal and the Oblige becoming effective, or if  
the Principal shall fully reimburse and save harmless the Oblige from any damage  
sustained by the Oblige through failure of the Principal to enter into the written contract  
and to file the required performance and labor and material bonds, and to meet all other  
conditions to the Contract between the Principal and the Oblige becoming effective, then  
this obligation shall be null and void; otherwise, it shall be and remain in full force and  
effect. The full payment of the sum stated above shall be due immediately if Principal fails  
to execute the Contract within seven (7) days of the date of the District's Notice of Award to  
Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the Contract or the call for bids, or to the work to be  
performed thereunder, 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 the Contract or the call for bids, or  
to the work, or to the specifications.

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Laurel Elementary School  
Finishing Kitchen  
Project No. 13179  
February 22, 2018

**BID BOND**  
**DOCUMENT 00 43 13-1**

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 5<sup>th</sup> day of April, 2018.

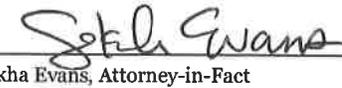
Mar Con Builders, Inc., dba Mar Con Co., a California Corporation

Principal

  
By \_\_\_\_\_

Merchants Bonding Company

Surety

  
By \_\_\_\_\_

Sokha Evans, Attorney-in-Fact

Edgewater Partners Insurance Center

Name of California Agent of Surety

1765 Challenge Way, Ste. 200, Sacramento, CA 95815

Address of California Agent of Surety

877-222-0000

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Laurel Elementary School  
Finishing Kitchen  
Project No. 13179  
February 22, 2018

**BID BOND**  
**DOCUMENT 00 43 13-2**

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

AMENDED

Certificate of Authority

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

MERCHANTS BONDING COMPANY (MUTUAL)

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

SURETY, LIABILITY AND MISCELLANEOUS

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

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

IN WITNESS WHEREOF, effective as of the 7th day  
of May, 1985, I have hereunto set  
my hand and caused my official seal to be affixed this 7th  
day of May, 1985.



BRUCE BUNNER  
Insurance Commissioner  
*Victoria S. Sidbury*  
VICTORIA S. SIDBURY  
Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

# CALIFORNIA ALL-PURPOSE 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.

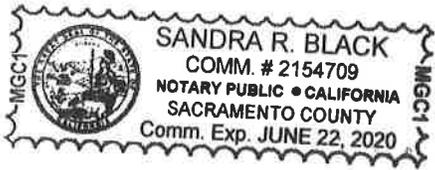
STATE OF CALIFORNIA

County of Sacramento }

On 4/5/18 before me, Sandra R. Black, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sokha Evans

Name(s) of Signer(s)



Place Notary Seal Above

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

Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

Merchants Bonding  
Company

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

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

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Jonathan Russell; Kathleen Ann Beck; Sandra R Black; Sharon J Rusconi; Sokha Evans

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of June, 2017

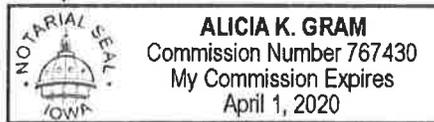


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 22nd day of June 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of April, 2018.



*William Warner Jr.*  
Secretary



MARCONC-01

ANDREA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/02/2018

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

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

<b>PRODUCER</b> Associated Insurance, A Gallagher Company PO Box 7329 Thousand Oaks, CA 91359	<b>CONTACT NAME:</b> Jennifer Balek	
	<b>PHONE (A/C, No, Ext):</b> (805) 495-4634	<b>FAX (A/C, No):</b> (805) 494-0781
<b>E-MAIL ADDRESS:</b> jennifer_balek@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Mt. Hawley Insurance Company		<b>37974</b>
<b>INSURER B :</b> Ohio Security Insurance Company		<b>24082</b>
<b>INSURER C :</b> Starstone National Insurance		<b>25496</b>
<b>INSURER D :</b> Everest National Insurance Company		<b>10120</b>
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**

**Marcon Builders Inc**  
 8108 Capwell Dr.  
 Oakland, CA 94621

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: <b>Ded \$1,000</b>	X		MGL0188615	04/02/2018	04/02/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS58079381	07/10/2017	07/10/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE RETENTION \$ 0			D76335180ALI	04/02/2018	04/02/2019	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	7600017636181	05/05/2018	05/05/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Laurel Elementary School Finishing Kitchen Project No. 13179. Certificate holder is included as additional insured. Insurance is primary and non contributory.

### CERTIFICATE HOLDER

### CANCELLATION

Oakland Unified School District 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Andrea Fisher</i>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering

of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

**AWARD OF BID AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **7th** day of **May 2018**, by and between the Oakland Unified School District ("District" or "Owner") and **Mar Con Builders, Inc.** ("Contractor") ("Agreement").

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

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

PROJECT: **Laurel Finishing Kitchen**

PROJECT NO.: **13179**

RESOLUTION NUMBER: **1718-0140**

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

**2. The Contract Documents:**

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

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

- 3. Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **300** consecutive calendar days ("Contract Time") commencing ~~May 22, 2018~~ **JUNE 4, 2018**, and concluding no later than ~~December 31, 2019~~ **APRIL 8, 2019**, from the date specified in the District's Notice to Proceed. The District shall



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	Laurel Finishing Kitchen Upgrade	<b>Site</b>	131
Basic Directions			
<b>Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.</b>			
<b>Attachment Checklist</b>	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information					
<b>Contractor Name</b>	Mar Con Company	<b>Agency's Contact</b>	Marco Manriquez		
<b>OUSD Vendor ID #</b>	V061945	<b>Title</b>	Project Manager		
<b>Street Address</b>	8108A Capwell Drive	<b>City</b>	Oakland	<b>State</b>	CA
<b>Telephone</b>	510-639-1914	<b>Policy Expires</b>			
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>OUSD Project #</b>	13179				

Term			
<b>Date Work Will Begin</b>	6-11-2018	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	12-31-2019

Compensation			
<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$2,732,000.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition</i>				
<b>Resource #</b>	<b>Funding Source</b>	<b>Org Key</b>	<b>Object Code</b>	<b>Amount</b>
9450	Fund 21, Measure J	1319905891	6271	\$2,732,000.00

Approval and Routing (in order of approval steps)				
<b>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>				
1.	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b> 510-535-7082
	<b>Director, Facilities Planning and Management</b>			
	<b>Signature</b>	<b>Date Approved</b>	5/15/18	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	<b>Signature</b>	<b>Date Approved</b>	5/16/18	
3.	<b>Deputy Chief, Facilities Planning and Management</b>			
	<b>Signature</b>	<b>Date Approved</b>	5-15-18	
4.	<b>Senior Business Officer, Board of Education</b>			
	<b>Signature</b>	<b>Date Approved</b>		
5.	<b>President, Board of Education</b>			
	<b>Signature</b>	<b>Date Approved</b>		

