

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	21-2089
Introduction Date	10-13-21
Enactment Number	21-1678
Enactment Date	10/13/2021 os



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

## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Division of Facilities Planning and Management

**Board Meeting Date** October 13, 2021

**Subject** Change Order No. 1 Agreement Between Owner and Contractor – Mar Con Builders, Inc. – Piedmont Elementary School Playmatting Installation Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the District and Mar Con Builders, Inc., Oakland, California, for reconciliation of unused allowance for the Piedmont Elementary School Playmatting Installation Project, as a deductive change in the amount of **\$1,492.00** thus reducing the contract price from **\$192,000.00** to **\$190,508.00**, plus a time extension of 271 days that moves the completion deadline from December 15, 2020, to September 12, 2021.

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

**LBP (Local Business Participation Percentage)** 100.00%

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the District and Mar Con Builders, Inc., Oakland, California, for reconciliation of unused allowance for the Piedmont Elementary School Playmatting Installation Project, as a deductive change in the amount of **\$1,492.00** thus reducing the contract price from **\$192,000.00** to **\$190,508.00**, plus a time extension of 271 days that moves the completion deadline from December 15, 2020, to September 12, 2021.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Change Order No. 1
- Scope of Work

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7040

## CHANGE ORDER NO. 1

### Design-Bid-Build Contract

**PROJECT:** Playmatting Project  
Piedmont Ave Elementary School

**DATE:** 8/17/2021

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** MAR CON BUILDERS  
8108A Capwell Drive  
Oakland, CA 94621

**DSA FILE NO.:** N/A  
**DSA APP NO.:** N/A  
**OUSD PROJECT #:** 19137  
**PROJECT MANAGER:** Lee Sims

If not previously directed, the Contractor is hereby directed to perform the Work described in this change order and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs):

PCO #1 – Credit for Remaining Contingency ~~\$(1,492.00)~~

OTHER AGREED CHANGES TO THE CONTRACT: N/A

AGREED ADJUSTMENT TO CONTRACT PRICE IN THIS CHANGE ORDER: ~~\$(1,492.00)~~

AGREED ADJUSTMENT TO CONTRACT TIME IN THIS CHANGE ORDER: 271 calendar days

AGREED ADJUSTMENT TO TIME FOR THE N/A MILESTONE DEADLINE IN THIS CHANGE ORDER:  
N/A calendar days

#### SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all specific allowances and any general contingency allowance):	\$192,000.00
Total of Prior Change Orders' Adjustments:	+ \$0.00
Total Contract Price Prior to this Change Order:	= \$192,000.00
This Change Order's Adjustment:	+ <del>\$(1,492.00)</del>
New Contract Price (including all allowances):	= \$190,508.00

Current Change Order's Percentage of Original Contract Price: ~~(0.78)~~ %

Total Change Orders' Percentage of Original Contract Price: ~~(0.78)~~ %

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



# OAKLAND UNIFIED SCHOOL DISTRICT

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## SUMMARY OF ADJUSTMENTS TO CONTRACT TIME FOR COMPLETION:

Original Contract Time:	<u>90</u> Calendar Days
Time extensions granted in prior change orders:	+ <u>0</u> Calendar Days
Time extension granted in this change order:	+ <u>271</u> Calendar Days
Adjusted Contract Time:	= <u>361</u> Calendar Days

Start date per Notice to Proceed:	<u>September 16, 2020</u>
Completion Deadline Based on Adjusted Contract Time:	<u>September 12, 2021</u>

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

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


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

Approved as to Form:

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

9/16/21  
Date

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

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

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7040

<b>Approved: Architect of Record</b>  N/A	<b>Approved and Agreed: General Contractor</b>  Marco Langford	<b>Approved and Agreed:</b>  K Chatman
<b>Date:</b>	<b>Date:</b> 8/17/2021	<b>Director of Facilities</b> <b>Date:</b> 8/19/2021
		<b>Deputy Chief of Facilities</b> <b>Date:</b> 8/19/21

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601 | Phone (510) 535-2728 | Fax (510) 535-7040

## SUMMARY OF CHANGE ORDER NO. 1

**PROJECT:** Playmatting **DATE:** 8/17/2021  
**SCHOOL:** Piedmont Ave Elementary School  
**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT **DSA FILE NO.:** N/A  
**CONTRACTOR:** Mar Con Builders **DSA APP NO.:** N/A  
8108A Capwell Drive **OUSD PROJECT#:** 19137  
Oakland, CA 94621 **PROJECT MANAGER:** Lee Sims

1 PCO #1	DEDUCT	(\$1,492.00)
	ADD/DEDUCT	

**Description:** Credit for Remaining Contingency  
**Reason:** Project completed and reconciling the remaining contingency.

**Requested By:** 1 – Unforeseen Conditions  
**DSA Prelim approval date:**

**CO # 1** (1 PCO's)  
**Total:** (\$1,492.00)



# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601 | Phone (510) 535-2728 | Fax (510) 535-7040

## CHANGE ORDER REQUEST No. 1 (or Proposed Change Order)

<b>PROJECT:</b>	Playmatting	<b>DATE:</b>	8/12/2021
<b>SCHOOL:</b>	Piedmont Ave Elementary School	<b>DSA FILE NO.:</b>	N/A
<b>OWNER:</b>	OAKLAND UNIFIED SCHOOL DISTRICT	<b>DSA APP NO.:</b>	N/A
<b>CONTRACTOR:</b>	Mar Con Builders	<b>OUSD PROJECT#:</b>	19137
	8108A Capwell Drive	<b>PROJECT MANAGER:</b>	Lee Sims
	Oakland, CA 94621		

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

**DESCRIPTION OF AGREED CHANGES IN WORK :**

Credit for Remaining Contingency Allowance.

**CODE: 1 – Unforeseen Conditions**

**REASON :**

Project completed and reconciling the remaining contingency

**ATTACHMENTS:** AED Log, PCO Log, CO Log

**PROPOSED ADJUSTMENT TO CONTRACT PRICE:** \$ (1,492.00)

**PROPOSED ADJUSTMENT TO CONTRACT TIME:** calendar days

The proposed basis of adjustment to the Contract Allowance/Contingency and Contract Time are as follows:			
Amount of Change:	<input type="checkbox"/> ADD <input checked="" type="checkbox"/> DEDUCT	Final Price: \$ (1,492.00)	
	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Time / Materials Not To Exceed	Date: _____	
<input type="checkbox"/> Contractor to proceed with work described herein, cost not to exceed \$ _____; final cost to be determined after review and negotiation.			
Time Extension:	calendar Days		

<p><b>Initiated By:</b></p> <p style="font-size: 2em; text-align: center;">N/A</p> <p>_____ Architect of Record                      Date</p>	<p><b>Reviewed By:</b></p> <p style="font-size: 2em; text-align: center;">Lee Sims</p> <p style="text-align: right;">8/14/21</p> <p>_____ Project Manager                      Date</p>	<p><b>Acknowledged By:</b></p> <p style="font-size: 2em; text-align: center;">[Signature]</p> <p style="text-align: right;">8/17/2021</p> <p>_____ Contractor                      Date</p>
<p><b>OUSD APPROVAL:</b></p> <p style="font-size: 2em; text-align: center;">[Signature]</p> <p style="text-align: right;">8/19/21</p> <p>_____ Deputy Chief                      Date</p>	<p><b>OUSD Approval:</b></p> <p>_____ Deputy Chief                      Date</p>	

# Piedmont Ave ES Playmatting

Oakland Unified School District  
Job # 19137

## AED LOG

8/17/2021 2:44 PM

AED #	Cont'r #	Description	Cont'r /Sub	Date Received	Proposed Amount	Approved Amount	Date Finalized	Status
1	1	Move & Prep Site for SofSurfaces & Undergrounf Utility Scan	Mar Con	03/15/21	\$13,508.00	\$13,508.00	8/2/2021	Approved

Original Contingency: \$15,000.00  
 Total Proposed: \$13,508.00  
 Total Approved: \$13,508.00  
 Remaining Contingency: \$1,492.00

Notes:

\*Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=School/F=Fire/R=Roofing

\*\*Email is standard. F = Faxed

\*\*\*Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

# Piedmont ES Playmatting

Oakland Unified School District  
 Job # 19137

## PCO LOG

8/17/2021 2:47 PM

PCO #	Cont'r #	Description	Cont'r /Sub	Date Received	Proposed Amount	Approved Amount	Date Finalized	Status
1	1	Credit for Remaining Contingency	Mar Con	03/15/21	-\$1,492.00	-\$1,492.00		For Approval

Original Contract Price: \$192,000.00  
 Total Proposed: -\$1,492.00  
 Total Approved: -\$1,492.00  
 Total Contract with Approved Changes: \$190,508.00  
 CO Percentage of Base Contract: -0.78%

Notes:  
 \*Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=School/F=Fire/R=Roofing  
 \*\*Email is standard. F = Faxed  
 \*\*\*Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change



# Piedmont Ave ES Playmatting

Oakland Unified School District  
Job # 19137

## CO LOG

8/17/2021 2:47 PM

CO #	PCO #	Description	Cont'r /Sub	Date Received	Proposed Amount	Approved Amount	Date Finalized	Status
1	1	Credit for Remaining Contingency	Mar Con	03/15/21	-\$1,492.00	-\$1,492.00		For Approval

Original Contract Price: \$192,000.00  
 Total Proposed: -\$1,492.00  
 Total Approved: -\$1,492.00  
 Total Contract with Approved Changes: \$190,508.00  
 CO Percentage of Base Contract: -0.78%

**Notes:**

\*Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=School/F=Fire/R=Roofing

\*\*Email is standard. F = Faxed

\*\*\*Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change



**DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

**Project Information**

<b>Project Name</b>	Piedmont Avenue Elementary School Playmatting Installation Project	<b>Site</b>	146
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**Basic Directions**

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

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

Contractor Name	Mar Con Builders	Agency's Contact	Marco Manriquez			
OUSD Vendor ID #	002712	Title	President			
Street Address	8108A Capwell Drive	City	Oakland	State	CA	Zip 94621
Telephone	510-639-1914	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 #	19137					

**Term of Original/Amended Contract**

Date Work Will Begin (i.e., effective date of contract)	9/16/2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	9/12/21

**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	\$(1,492.00)
Other Expenses		Requisition Number	

**Budget Information**

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650-9823	Fund 21, Measure J	210-9650-0-9823-8500-6271-146-9180-9905-9999-99999	6271	\$(1,492.00)

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

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Acting Director, Facilities Planning and Management</b>				
	<b>Signature</b>	<i>K Chatman</i>	<b>Date Approved</b>	9/16/21	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>	<i>[Signature]</i>	<b>Date Approved</b>	9/16/21	
	<b>Interim, Deputy Chief, Facilities Planning and Management</b>				
3.	<b>Signature</b>	<i>[Signature]</i>	<b>Date Approved</b>	9/17/21	
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>		<b>Date Approved</b>		
5.	<b>President, Board of Education</b>				
	<b>Signature</b>		<b>Date Approved</b>		





Board Office Use: Legislative File Info.	
File ID Number	20-1596
Introduction Date	9-9-2020
Enactment Number	20-1392
Enactment Date	9/9/2020 er



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo (Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning & Management Department

**Board Meeting Date** September 9, 2020

**Subject** Award of Agreement Between Owner and Contractor - Competitively Bid - Mar Con Builders - Piedmont Avenue Elementary School Playmatting Installation Project - Division of Facilities Planning & Management

**Action Requested** Approval by the Board of Education of Award of Agreement Between Owner and Contractor - Competitively bid - on behalf of the District to Mar Con Builders (“Contractor”), Oakland, California, for the latter to remove existing playmatting and play structure and install new SofSurfaces playmatting tiles and play structure for the Piedmont Avenue Elementary School Playmatting Installation Project, in the amount of \$192,000.00, which includes a contingency of \$15,000.00, as the lowest responsive and responsible bidder, and rejecting all other bids if any, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder with work scheduled to commence on **September 16, 2020**, and scheduled to last for **Ninety (90)** Calendar days pursuant to the contract.

**Discussion** The scope of work of the contract consists of removal of existing playmatting and play structure and installation of new SofSurfaces Playmatting tiles and play structure for the playmatting tiles & playmatting project. Contractor was selected through competitive bidding. (Public Contract Code 22037).

**LBP** (Local Business Participation Percentage) 0.00%

**Recommendation** Approval by the Board of Education of Award of Agreement Between Owner and Contractor - Competitively bid - on behalf of the District to Mar Con Builders (“Contractor”), Oakland, California, for the latter to remove existing playmatting and play structure and install new SofSurfaces playmatting tiles and play structure for the Piedmont Avenue Elementary School Playmatting Installation Project, in the amount of \$192,000.00, which includes a contingency of \$15,000.00, as the lowest responsive and responsible bidder, and rejecting all other bids if any, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder with work scheduled to commence on **September 16, 2020**, and scheduled to last for **Ninety (90)** Calendar days pursuant to the contract.

**Fiscal Impact** Fund 21 Measure J

**Attachments**

- Agreement
- Payment & Performance Bonds
- Insurance Certificate





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

**Legislative File ID No.** 20-1596

**Department:** Facilities Planning & Management

**Vendor Name:** Mar Con Builders

**Project Name:** Piedmont Avenue ES Playmatting Installation **Project No.:**19137

**Contract Term:** Intended Start: 9-16-2020 Intended End: 12-15-2020

Amended End: \_\_\_\_\_

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$192,000.00

**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 contractor or vendor selected?**

Mar Con Builders was selected by the District as the lowest responsive and responsive bid.

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

Contractor will remove existing playmatting and play structure and install new SofSurfaces playmatting tiles and play structure for the Piedmont Avenue Elementary School Playmatting Installation Project.

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

If "No," please answer the following questions:

- 1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$95,200 or less (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/19)
- Certain instructional materials (Public Contract Code §20118.3)

- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)
- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

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-

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective **September 16, 2020**, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and **MAR CON BUILDERS** hereinafter called the "Contractor."

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the "Work") in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the Piedmont Avenue Elementary School Playmatting Installation Project, located at  
4314 Piedmont Avenue, Oakland, California, 94611,

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

OUSD – 955 High Street, Oakland, CA, 94601,

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only as specified in Bid Form.

**ARTICLE II. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract."

**ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be **Ninety (90)** calendar days, which shall start to run either on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **September 16, 2020**, in which case the deadline for completion would be **December 15, 2020**.

Failure to Complete the Work within the Contract Time and in the manner provided

Construction Agreement – Mar Con Builders – Piedmont Avenue Elementary School  
Installation Project - \$192,000.00



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

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or complete any specified portion of the Work by a milestone deadline: Five Hundred \$500.00 for each calendar day.

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

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project: Five Hundred \$500.00 for each calendar day.

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

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time,

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

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

**ARTICLE IV. PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds **ONE HUNDRED NINETY-TWO THOUSAND DOLLARS NO/100 (\$192,000.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general allowance (also known as a contingency allowance) of FIFTEEN THOUSAND DOLLARS (\$15,000.00) to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than specific allowances. Any payment from a contractual allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from a contractual allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from a contractual allowance, no change order approved by Owner's governing body shall be required and the Contractor may include a request for such payment in its next progress payment application or request for release of retention. Contractor's inclusion of a request for such payment in a progress payment application or release of retention, or Contractor's acceptance of a progress payment or release of retention that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from a contractual allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their

provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of any contractual allowance may only be increased by a change order approved by Owner's governing body. Once a contractual allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in a contractual allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

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

**ARTICLE VI. TERMINATION.** The Owner or Contractor may terminate the Contract as provided in the General Conditions.

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

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

portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

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

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

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



day, and forty hours in any one calendar week, except as herein provided.

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

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

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

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

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner

with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

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

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

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

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

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

**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.



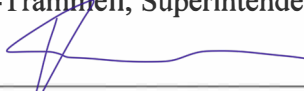
**ARTICLE XVII. AMENDMENTS.** The terms of the Contract shall not be

waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.


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


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


**OAKLAND UNIFIED SCHOOL DISTRICT**

	9/10/2020
Jody London, President, Board of Education	Date
	9/10/2020
	
Kyla Johnson-Trammell, Superintendent, Board of Education	Date
	8/11/20
	
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management	Date

**CONTRACTOR**

  
Signature

  
Print Name

  
Title

**Approved As To Form:**

Kelly M. Rem  
OUSD Facilities Legal Counsel

8-13-20

Date

829636

CALIFORNIA CONTRACTOR'S  
LICENSE NO.

3/31/2021

LICENSE EXPIRATION DATE

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



Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Piedmont Avenue Elementary  
 Project: PlayMatting  
 Project #: 19137  
 Estimate: \$150,000

Date: Wednesday, July 29, 2020  
 Time: 11:45 AM  
 Project Mgr: Lee Sims  
 Architect: N/A

Signature of Witness to Bid 

Signature of Bid Opener 

<b>Company:</b>	Mar Con Builders	<b>Base Bid:</b>	\$177,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	8108A Capwell Dr	<b>Allowance:</b>	\$15,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$192,000.00	Addendum Acknow.	X
<b>Phone:</b>	501-639-1914	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	510-639-1915			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		12:01 PM	7/29/2020	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		12:30 PM	7/29/2020		
<b>Company:</b>	Redwick Construction Company	<b>Base Bid:</b>	\$240,875.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	21 Hegenberger Ct	<b>Allowance:</b>	\$15,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$255,875.00	Addendum Acknow.	X
<b>Phone:</b>	510-792-1729	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	0			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		12:02 PM	7/29/2020	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		12:30 PM	7/29/2020		
<b>Company:</b>	Bay Construction Company	<b>Base Bid:</b>	\$307,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	4026 Martin Luther King Jr Way	<b>Allowance:</b>	\$15,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$322,000.00	Addendum Acknow.	X
<b>Phone:</b>	5101-658-7225	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>				Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		11:19 AM	7/29/2020	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		12:30 PM	7/29/2020		
<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>	\$15,000.00	Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

**BID FORM**  
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT  
Facilities Planning & Management  
955 High Street, Upstairs Conference Room  
Oakland, CA. 94601

Dear Board Members:

The undersigned, doing business under the firm name of Mar Con Builders, hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as: **Piedmont Avenue Elementary School PLAYMATTING Installation Project, 4314 Piedmont Avenue, Oakland (the "Contract")**.

The Contract Documents were prepared by *Oakland Unified School District - Contract Specialist, 955 High Street, Oakland, 510-535-7044.*

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

<u>One Hundred Seventy Seven Thousand</u> <i>Base Bid Amount</i>	Dollars \$ <u>177,000</u>
<u>Fifteen thousand,</u> <i>Contingency Allowance</i>	Dollars \$ <u>\$15,000.00</u>
<u>One Hundred Ninety Two Thousand</u> <i>Total Bid Amount</i>	Dollars \$ <u>192,000</u>
<b><i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.</i></b>	

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Fifteen Thousand, dollars No/100 (\$15,000.00).**

**OAKLAND UNIFIED SCHOOL DISTRICT**  
PLAYMATTING PROJECTS  
Global Family Elementary School, Project No. 17116  
Acorn Woodland Elementary School, Project No. 19130  
Emerson CDC, Project No. 19131  
**Piedmont Elementary School, Project No. 13137**  
Sherman Elementary School, Project No. 13138  
October 31, 2019

**BID FORM**  
**DOCUMENT 00 31 01-1**

**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 above listed Bids.**

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

#### 11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder’s Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood (for projects not solely funded through revenue bonds, “flood” excludes a tidal wave), earthquake (for projects not solely funded through revenue bonds, “earthquake” is limited to those of 3.5 or less on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect’s services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder’s Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder’s Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this bid certifies

**OAKLAND UNIFIED SCHOOL DISTRICT**

PLAYMATTING PROJECTS

Global Family Elementary School, Project No. 17116

Acorn Woodland Elementary School, Project No. 19130

Emerson Child Development Center, Project No. 19131

**Piedmont Elementary, Project No. 19137**

Sherman Elementary, Project No. 19138

July 17, 2020

**BID FORM  
DOCUMENT 00 31 01-2**

that this contractor does not appear on the Excluded Parties List.  
<https://www.sam.gov/portal/public/SAM>

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

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

Marco Manriquez Phone 510-639-1914, Fax 510-639-1915  
8108A Capwell Dr, Oakland, CA

Our Public Liability and Property Damage Insurance is placed with:  
Mt. Hawley Insurance Company NAIC#37974

Our Workers' Compensation Insurance is placed with:  
Everest Premier Insurance Company NAIC#16045

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

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

Addendum No. 1 Date 07/20/20 Addendum No. 4 Date 07/24/20  
Addendum No. 2 Date 07/22/20 Addendum No.        Date         
Addendum No. 3 Date 07/22/20 Addendum No.        Date       

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
PLAYMATTING PROJECTS  
Global Family Elementary School, Project No. 17116  
Acorn Woodland Elementary School, Project No. 19130  
Emerson Child Development Center, Project No. 19131  
**Piedmont Elementary, Project No. 19137**  
Sherman Elementary, Project No. 19138  
July 17, 2020

**BID FORM  
DOCUMENT 00 31 01-3**

rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

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

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

Print or Type Name: Marco Manriquez  
Title: President  
Name of Company as Licensed in California: Mar Con Builders  
Business Address: 8108A Capwell Dr, Oakland, CA  
Telephone Number: 510 639-1914  
California Contractor License No.: 829636  
Class and Expiration Date: B, C-15, C-6, C-9 03/31/2021  
Public Works Contractor Registration No.: 1000049865  
State of Incorporation, if Applicable: California

( ) Evidence of authority to bind corporation is attached.

Dated: 07/29, 2020

Signed: Marco Manriquez

**OAKLAND UNIFIED SCHOOL DISTRICT**  
PLAYMATTING PROJECTS  
Global Family Elementary School, Project No. 17116  
Acorn Woodland Elementary School, Project No. 19130  
Emerson Child Development Center, Project No. 19131  
Piedmont Elementary, Project No. 19137  
Sherman Elementary, Project No. 19138  
July 17, 2020

**BID FORM**  
**DOCUMENT 00 31 01-4**

**BID FORM**

DOCUMENT 00 31 01

**OAKLAND UNIFIED SCHOOL DISTRICT**

**Facilities Planning & Management**  
955 High Street, Upstairs Conference Room  
Oakland, CA. 94601

Dear Board Members:

The undersigned, doing business under the firm name of BAY CONSTRUCTION hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as: **Piedmont Avenue Elementary School PLAYMATTING Installation Project, 4314 Piedmont Avenue, Oakland (the "Contract")**.

The Contract Documents were prepared by **Oakland Unified School District – Contract Specialist, 955 High Street, Oakland, 510-535-7044.**

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

<u>three hundred seven thousand</u> <b>Base Bid Amount</b>	Dollars \$ <u>307,000</u>
<b>Fifteen thousand,</b> <b>Contingency Allowance</b>	Dollars \$ <u>\$15,000.00</u>
<u>three hundred twenty two thousand</u> <b>Total Bid Amount</b>	Dollars \$ <u>322,000</u>

**Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.**

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Fifteen Thousand, dollars No/100 (\$15,000.00).**

**OAKLAND UNIFIED SCHOOL DISTRICT**  
PLAYMATTING PROJECTS  
Global Family Elementary School, Project No. 17116  
Acorn Woodland Elementary School, Project No. 19130  
Emerson CDC, Project No. 19131  
**Piedmont Elementary School, Project No. 13137**  
Sherman Elementary School, Project No. 13138  
October 31, 2019

**BID FORM**  
**DOCUMENT 00 31 01-1**



**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 above listed Bids.**

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

#### **11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS**

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder’s Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood (for projects not solely funded through revenue bonds, “flood” excludes a tidal wave), earthquake (for projects not solely funded through revenue bonds, “earthquake” is limited to those of 3.5 or less on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect’s services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder’s Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder’s Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this bid certifies

#### **OAKLAND UNIFIED SCHOOL DISTRICT**

PLAYMATTING PROJECTS

Global Family Elementary School, Project No. 17116

Acorn Woodland Elementary School, Project No. 19130

Emerson Child Development Center, Project No. 19131

**Piedmont Elementary, Project No. 19137**

Sherman Elementary, Project No. 19138

July 17, 2020

**BID FORM  
DOCUMENT 00 31 01-2**

that this contractor does not appear on the Excluded Parties List.  
<https://www.sam.gov/portal/public/SAM>

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

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

4026 Martin Luther King Jr. Way,  
Oakland, CA 94609

Our Public Liability and Property Damage Insurance is placed with:

Houston Specialty Insurance Company

Our Workers' Compensation Insurance is placed with:

State compensation insurance Fund.

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

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

Addendum No. <u>1</u>	Date <u>7/20</u>	Addendum No. <u>#4</u>	Date <u>10/1</u>
Addendum No. <u>2</u>	Date <u>7/22</u>	Addendum No. _____	Date _____
Addendum No. <u>3</u>	Date <u>7/22</u>	Addendum No. _____	Date _____

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
PLAYMATTING PROJECTS  
Global Family Elementary School, Project No. 17116  
Acorn Woodland Elementary School, Project No. 19130  
Emerson Child Development Center, Project No. 19131  
**Piedmont Elementary, Project No. 19137**  
Sherman Elementary, Project No. 19138  
July 17, 2020

**BID FORM**  
**DOCUMENT 00 31 01-3**

rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

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

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

Print or Type Name: Yong Kay

Title: President

Name of Company as Licensed in California: Mark Lee & Yong Kay, Inc. DBA, Bay Construction Co.

Business Address: 4026 Martin Luther King, Oakland, CA 94609

Telephone Number: 593411

California Contractor License No.: A, B, C-27, C-33 05/31/22 ↗ switch.

Class and Expiration Date: 593411

Public Works Contractor Registration No.: 1000000066

State of Incorporation, if Applicable: CA

Evidence of authority to bind corporation is attached.

Dated: 07/29, 2020

Signed: 

**OAKLAND UNIFIED SCHOOL DISTRICT**  
PLAYMATTING PROJECTS  
Global Family Elementary School, Project No. 17116  
Acorn Woodland Elementary School, Project No. 19130  
Emerson Child Development Center, Project No. 19131  
**Piedmont Elementary, Project No. 19137**  
Sherman Elementary, Project No. 19138  
July 17, 2020

**BID FORM**  
**DOCUMENT 00 31 01-4**

**BID FORM**  
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT  
Facilities Planning & Management  
955 High Street, Upstairs Conference Room  
Oakland, CA. 94601

Dear Board Members:

REDGWICK CONSTRUCTION CO.

The undersigned, doing business under the firm name of \_\_\_\_\_, hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as: **Piedmont Elementary School PLAYMATTING Installation Project, 4314 Piedmont Avenue, Oakland (the "Contract")**.

The Contract Documents were prepared by *Oakland Unified School District – Contract Specialist, 955 High Street, Oakland, 510-535-7044.*

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

<u>Two hundred FORTY THOUSAND</u>	Dollars \$ <u>240 875 -</u>
<i>Base Bid Amount</i> <u>EIGHT HUNDRED SEVENTY FIVE</u>	
<u>Fifteen thousand,</u>	Dollars \$ <u>\$15,000.00</u>
<i>Contingency Allowance</i>	
<u>Two hundred FIFTY FIVE thousand</u>	Dollars \$ <u>255 875 -</u>
<i>Total Bid Amount</i> <u>eight hundred SEVENTY FIVE</u>	
<i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.</i>	

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Fifteen Thousand, dollars No/100 (\$15,000.00).**

**OAKLAND UNIFIED SCHOOL DISTRICT**  
PLAYMATTING PROJECTS  
Global Family Elementary School, Project No. 17116  
Acorn Woodland Elementary School, Project No. 19130  
Emerson CDC, Project No. 19131  
**Piedmont Elementary School, Project No. 13137**  
Sherman Elementary School, Project No. 13138  
October 31, 2019

**BID FORM**  
**DOCUMENT 00 31 01-1**

**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 above listed Bids.**

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

#### **11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS**

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder’s Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood (for projects not solely funded through revenue bonds, “flood” excludes a tidal wave), earthquake (for projects not solely funded through revenue bonds, “earthquake” is limited to those of 3.5 or less on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect’s services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder’s Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder’s Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this bid certifies

**OAKLAND UNIFIED SCHOOL DISTRICT**

PLAYMATTING PROJECTS

Global Family Elementary School, Project No. 17116

Acorn Woodland Elementary School, Project No. 19130

Emerson Child Development Center, Project No. 19131

**Piedmont Elementary, Project No. 19137**

Sherman Elementary, Project No. 19138

July 17, 2020

**BID FORM  
DOCUMENT 00 31 01-2**

that this contractor does not appear on the Excluded Parties List.  
<https://www.sam.gov/portal/public/SAM>

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

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered: **Redgwick Construction Co.**  
Fax 510 792 1727 **21 Hegenberger Ct.**  
**Oakland, CA 94621**

Our Public Liability and Property Damage Insurance is placed with:  
TRAVELERS

Our Workers' Compensation Insurance is placed with:  
TRAVELERS

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

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

Addendum No. 1 Date 7/20/20 Addendum No. 4 Date 7/24/20  
Addendum No. 2 Date 7/20/20 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. 3 Date 7/20/20 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
PLAYMATTING PROJECTS  
Global Family Elementary School, Project No. 17116  
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Emerson Child Development Center, Project No. 19131  
**Piedmont Elementary, Project No. 19137**  
Sherman Elementary, Project No. 19138  
July 17, 2020

**BID FORM**  
**DOCUMENT 00 31 01-3**



rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

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

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

Print or Type Name: BOB RAHEBI  
Title: PRESIDENT  
Name of Company as Licensed in California: REDGWICK CONSTRUCTION CO.  
Business Address: 21 HELEN BELGRAVE CIRCLE CA 94628  
Telephone Number: 510 292 1227  
California Contractor License No.: 140057  
Class and Expiration Date: A 5/31/2021  
Public Works Contractor Registration No.: 1000008863  
State of Incorporation, if Applicable: CALIFORNIA

( ) Evidence of authority to bind corporation is attached.

Dated: 7/29, 2020

Signed: [Signature]

**OAKLAND UNIFIED SCHOOL DISTRICT**  
PLAYMATTING PROJECTS  
Global Family Elementary School, Project No. 17116  
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**Piedmont Elementary, Project No. 19137**  
Sherman Elementary, Project No. 19138  
July 17, 2020

**BID FORM**  
**DOCUMENT 00 31 01-4**

**SITE VISIT CERTIFICATION**

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

PROJECT: PLEASE CIRCLE THE PROJECT THAT YOU ATTENDED

Project Name	Project No.	Time	Address
Acord Woodland	19130	10:00 am	1025 81st. Street, Oakland, CA 94621
Global Family	17116	11:00 am	2035 40th Avenue, Oakland, CA 94601
Emerson CDC	19131	12:00 pm	4803 Lawton Avenue, Oakland, CA 94609
Piedmont Elementary	19137	1:00 pm	4314 Piedmont Avenue, Oakland, CA 94611
Sherman Elementary	19138	2:00 pm	5328 Brann Street, Oakland, 94619

Check option that applies:

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


I certify that Marco Manriquez (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: 07/29/2020

Proper Name of Bidder: Mar Con Builders

Signature: 

Print Name: Marco Manriquez

Title: President

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**PLAYMATTING PROJECTS**  
 Global Family Elementary School, Project No. 17116  
 Acorn Woodland Elementary School, Project No. 19130  
 Emerson CDC, Project No. 19131  
 Piedmont Elementary School, Project No. 19137  
 Sherman Elementary School, Project No. 19138  
 July 17, 2020

**SITE VISIT CERTIFICATION**  
**DOCUMENT 00 40 02**

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

Owner: Oakland Unified School District

Contract: PLEASE CIRCLE WHICH PROJECT THIS IS FOR

Project Name	Project No.	Address
Global Family	17116	2035 40th Avenue, Oakland, CA 94601
Acorn Woodland	19130	1025 81st. Street, Oakland, CA 94621
Emerson CDC	19131	4803 Lawton Avenue, Oakland, CA 94609
Piedmont Elementary	19137	4314 Piedmont Ave, Oakland
Sherman Elementary	19138	5328 Brann Street Oakland, CA

The undersigned declares:

I am the Marco Manriquez - President of Mar Con Builders, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 07/29/2020, 20  , at Oakland, [city], California [state].

  
\_\_\_\_\_  
Signature

Marco Manriquez

Print Name

**OAKLAND UNIFIED SCHOOL DISTRICT**  
PLAYMATTING PROJECTS  
Global Family Elementary School, Project No. 17116  
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Sherman Elementary School, Project No. 19138  
July 17, 2020

**NON-COLLUSION AFFIDAVIT**  
**DOCUMENT 00 40 03**

**DOCUMENT 00 43 00**  
**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT**  
(Education Code Sections 45125.1 and 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided to you, the bidding contractor, simply to assist such entities with compliance with the law.

1. The Owner has determined that your employee(s), or you as a sole proprietorship, will have more than limited contact with students, therefore the Owner requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of justice pursuant to Education Code section 45125.1(a).
  - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

**OAKLAND UNIFIED SCHOOL DISTRICT**

PLAYMATTING PROJECTS  
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July 17, 2020

**FINGERPRINTING NOTICE &  
ACKNOWLEDGING CERTIFICATION  
DOCUMENT 00 43 00**

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).) If you use one or more of these three methods, you must submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: 07/29/2020

Name: Marco Manriquez

  
\_\_\_\_\_  
Signature

Title: President

**OAKLAND UNIFIED SCHOOL DISTRICT**

PLAYMATTING PROJECTS  
Global Family Elementary School, Project No. 17116  
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Sherman Elementary School, Project No. 19138  
July 17, 2020

**FINGERPRINTING NOTICE &  
ACKNOWLEDGING CERTIFICATION  
DOCUMENT 00 43 00**

**ATTACHMENT B**

**INDEPENDENT CONTRACTOR STUDENT CONTACT FORM**

*Note: This document must be executed and submitted before Contractor may commence any work.*

Contractor Firm Name: \_\_\_\_\_  
Supervisor/Foreman Name: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Location of Work: \_\_\_\_\_  
Hours of Work: \_\_\_\_\_  
Length of Time on Grounds: \_\_\_\_\_  
Number of Employees on the Job: \_\_\_\_\_

Yes  No  Employees or sole proprietor will have more than limited contact with students as determined by Owner or Contractor, but if determined by Contractor, please explain the basis for such determination:

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

If "yes" is checked above, my contracting firm will use the following methods to ensure student safety (check at least one):

A physical barrier will be installed at the worksite to limit contact with pupils.

If you are not a sole proprietorship, employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee: \_\_\_\_\_

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony: \_\_\_\_\_

**OAKLAND UNIFIED SCHOOL DISTRICT**

PLAYMATTING PROJECTS  
Global Family Elementary School, Project No. 17116  
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July 17, 2020

**FINGERPRINTING NOTICE &  
ACKNOWLEDGING CERTIFICATION  
DOCUMENT 00 43 00**



Name of employee who is the custodian of the Department of Justice verification information:


\_\_\_\_\_

The Owner has agreed that my employees or sole proprietor will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: 07/29/2020

Proper Name of Bidder: Mar Con Builders

Signature: 

Print Name: Marco Manriquez

Title: President

**OAKLAND UNIFIED SCHOOL DISTRICT**

PLAYMATTING PROJECTS

Global Family Elementary School, Project No. 17116  
Acorn Woodland Elementary School, Project No. 19130  
Emerson CDC, Project No. 19131  
Piedmont Elementary School, Project No. 19137  
Sherman Elementary School, Project No. 19138  
July 17, 2020

**FINGERPRINTING NOTICE &  
ACKNOWLEDGING CERTIFICATION  
DOCUMENT 00 43 00**

**DOCUMENT 00 40 00**  
**BID BOND**

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

The condition of the above obligation is such that whereas the Principal has  
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to  
enter into a Contract in writing for the construction of Play Matting Installation Projects in  
strict accordance with Contract Documents.

NOW, THEREFORE,

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
PLAYMATTING PROJECTS  
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Sherman Elementary School, Project No. 19138  
July 17, 2020

**BID BOND**  
**DOCUMENT 00 40 00-1**

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 28th day of July, 2020, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

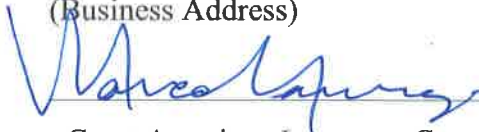
(Notary Seal)

Mar Con Builders, Inc.

(Principal)

8108A Capwell Drive, Oakland, CA 94621

(Business Address)



Great American Insurance Company

(Corporate Surety)

5179 Lone Tree Way, Suite 103, Antioch, CA 94531

(Business Address)

By:



Anna Sweeten, Attorney-in-Fact

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

(The above must be filled in by Corporate Surety Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notary Acknowledgement for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer).

**OAKLAND UNIFIED SCHOOL DISTRICT**  
PLAYMATTING PROJECTS

Global Family Elementary School, Project No. 17116  
Acorn Woodland Elementary School, Project No. 19130  
Emerson CDC, Project No. 19131  
Piedmont Elementary School, Project No. 19137  
Sherman Elementary School, Project No. 19138  
July 17, 2020

**BID BOND**  
**DOCUMENT 00 40 00-2**

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**PLAYMATTING PROJECTS**

Global Family Elementary School, Project No. 17116  
Acorn Woodland Elementary School, Project No. 19130  
Emerson CDC, Project No. 19131  
Piedmont Elementary School, Project No. 19137  
Sherman Elementary School, Project No. 19138  
July 17, 2020

**BID BOND**  
**DOCUMENT 00 40 00-3**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

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

State of California )  
 ) ss  
County of Santa Clara )

On 7/28/20, before me, Natalie K. Trofimoff, Notary Public, personally appeared Anna Sweeten, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



(Seal)

Signature: Natalie K. Trofimoff  
Natalie K. Trofimoff, Notary Public

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 21080

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RICHARD S. SVEC	MICHAEL SHEHAN	ALL
ANNA SWEETEN	IAN WRIGHT	\$100,000,000.00
MICHAEL J. HEFFERNAN	PATRICIA S. ARANA	
NATALIE K. TROFIMOFF	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of MARCH 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of MARCH

, 2020, before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 28th day of July 2020

*Stephen C. Beraha*

Assistant Secretary





**DOCUMENT 00 52 00**

**SCHEDULE Z**

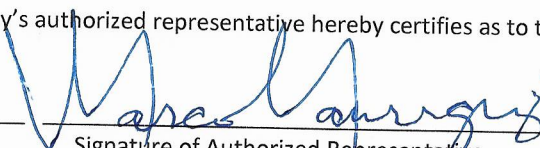
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.

<u>Mar Con Builders, Inc.</u>		<u></u>	
Company Name		Signature of Authorized Representative	
<u>8108A Capwell Dr. Oakland CA 94621</u>		<u>Marco Manriquez</u>	
Address		Type or Print Name	
<u>510</u>	<u>639-1914</u>	<u>08/10/2020</u>	<u>Marco Manriquez</u>
Area Code	Phone	Date	Type or Print Name

**Please Note:** General Contractors and all of their subcontractors are required to submit this certification form.

**END OF DOCUMENT**

**OAKLAND UNIFIED SCHOOL DISTRICT**  
PLAYMATTING PROJECTS  
Global Family Elementary School, Project No. 17116  
Acorn Woodland Elementary School, Project No. 19130  
Emerson CDC, Project No. 19131  
Piedmont Elementary School, Project No. 19137  
Sherman Elementary School, Project No. 19138  
July 17, 2020

**SCHEDULED Z CERTIFICATION  
DOCUMENT 00 52 00**

**DOCUMENT 00 61 00**  
**PERFORMANCE BOND**

Bond No. CA3470537

**KNOW ALL MEN BY THESE PRESENTS** that we, Mar Con Builders, Inc., as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of **One Hundred Ninety-two Thousand Dollars (\$192,000.00)** for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated September 10, 2020, for construction of

**the ("Contract") Piedmont Elementary School Playmatting Installation Project,  
located at 4314 Piedmont Avenue, Oakland, California**

*Contractor will remove existing playmatting and play structure and installation of new SofSurfaces playmatting tiles and play structure.*

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Piedmont Playmatting Installation  
Project No 13137

**PERFORMANCE BOND**  
**DOCUMENT 00 61 00**

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this 4th day of August, 2020, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

\_\_\_\_\_  
(Individual Principal)

(Affix Corporate Seal)

\_\_\_\_\_  
(Business Address)

Mar Con Builders, Inc.

By: 

\_\_\_\_\_  
(Corporate Principal)

8108A Capwell Dr.  
Oakland, CA 94621

\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)

Great American Insurance Company

\_\_\_\_\_  
(Corporate Surety)

5179 Lone Tree Way, Suite 103  
Antioch, CA 94531

\_\_\_\_\_  
(Business Address)

By: 

\_\_\_\_\_  
Natalie K. Trofimoff, Attorney-in-Fact

The rate of premium on this bond is \$10.20 per thousand.

The total amount of premium charged is \$1,958.00.

The above must be filled in by Corporate Surety.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

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


State of California )  
 ) ss  
County of Los Angeles )

On AUG 04 2020, before me, Lisa L. Thornton, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature:   
Lisa L. Thornton, Notary Public



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

**KNOW ALL MEN BY THESE PRESENTS:**

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

**the ("Contract") Piedmont Elementary School Playmatting Installation Project Contract, located at 4314 Piedmont Avenue, Oakland, California**

**which consists of Contractor will remove existing playmatting and play structure and installation of new SofSurfaces playmatting tiles and play structure.**

which said agreement dated September 10, 2020, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned Great American Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of **One Hundred Ninety-two Thousand Dollars (\$192,000.00)** which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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


IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 4th day of August, 2020.

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

Mar Con Builders, Inc.

Principal  
By: 

Great American Insurance Company  
Surety

By:   
Attorney-in-Fact

Natalie K. Trofimoff

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Piedmont Playatting Installation  
Project No. 13137

**PAYMENT BOND**  
**DOCUMENT 00 61 01**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

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State of California )  
 ) ss  
County of Los Angeles )

**AUG 04 2020**

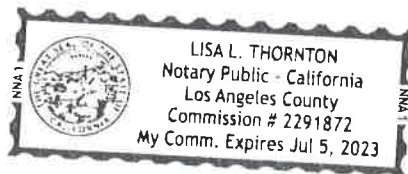
On \_\_\_\_\_, before me, Lisa L. Thornton, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~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

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

WITNESS my hand and official seal.

(Seal)

Signature:   
Lisa L. Thornton, Notary Public



**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by  
this power of attorney is not more than SEVEN

No. 0 21080

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RICHARD S. SVEC	ALL OF	ALL
ANNA SWEETEN	SAN JOSE,	\$100,000,000.00
MICHAEL J. HEFFERNAN	CALIFORNIA	
NATALIE K. TROFIMOFF		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of MARCH, 2020.

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of MARCH, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of AUG 04 2020



*Stephen C. Beraha*

Assistant Secretary





### DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	Piedmont Avenue Elementary School Playmatting Installation Project	<b>Site</b>	146
Basic Directions			
<b>Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.</b>			
<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
<b>Contractor Name</b>	Mar Con Builders	<b>Agency's Contact</b>	Marco Manriquez				
<b>OUSD Vendor ID #</b>	002712	<b>Title</b>	President				
<b>Street Address</b>	8108A Capwell Drive	<b>City</b>	Oakland	<b>State</b>	CA	<b>Zip</b>	94621
<b>Telephone</b>	510-639-1914	<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>	19137						

Term of Original/Amended Contract			
<b>Date Work Will Begin (i.e., effective date of contract)</b>	9-16-2020	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	12-15-2020
		<b>New Date of Contract End (If Any)</b>	

Compensation/Revised Compensation			
<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$192,000.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9828 9650	Fund 21, Measure J	210-9650-0-9828-8500-6271-146-9180-9905-9999-99999	6271	\$192,000.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b> 510-535-7082
1.	<b>Acting Director, Facilities Planning and Management</b>	<b>Signature</b>	<i>[Signature]</i>	<b>Date Approved</b> 8/11/20
2.	<b>General Counsel, Department of Facilities Planning and Management</b>	<b>Signature</b>	<i>Kelly M. Rem (Lozano Smith)</i>	<b>Date Approved</b> 8/13/20 (as to form)
3.	<b>Interim, Deputy Chief, Facilities Planning and Management</b>	<b>Signature</b>	<i>[Signature]</i>	<b>Date Approved</b> 8/14/20
4.	<b>Chief Financial Officer</b>	<b>Signature</b>		<b>Date Approved</b>
5.	<b>President, Board of Education</b>	<b>Signature</b>		<b>Date Approved</b>