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Enactment Date	5/24/2023 er



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo (Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Marc White, Director Buildings and Grounds Department

**Board Meeting Date** May 24, 2023

**Subject** Agreement Between Owner and Contractor – KM 106 Construction, Inc. – Horace Mann Elementary School Asphalt Removal and Replacement Project – Buildings and Grounds Department

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **KM 106 Construction, Inc.**, San Francisco, California, for the latter to provide cut, demolish, and excavate approximately 63,175 SF of failed pavement to depth of 3" and transport spoils to recycling center. Compact existing base rock, then sweetening it up with one inch of class II base rock, apply tack oil along perimeter edges, then provide, place and compact 2.5" of ½" medium hot-mix asphalt. Note: No Drains or striping are included on this price. Flatwork Remove & Replace: Sawcut, demolish and excavate approximately 1,200 SF of failed pavement to depth of 5" and transport spoils to recycling center. Re-grade and compact subgrade, set forms, dry fit dowels and # 4 reinforcement steel bars at 12" on-center each way. Pour and finish approximately 1,200 SF of 6" thick concrete slab. Use colorless 3,000 P .S.I. concrete mix with medium broom finish. Excludes application of concrete sealer. After punch list is complete all warranties must be submitted, for the **Horace Mann Elementary School Asphalt Removal and Replacement Project**, in the lump sum amount of **\$326,679.00**, which includes a contingency allowance of **\$35,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **May 25, 2023**, and to be completed within sixty days (60), with an anticipated ending of **July 23, 2023**.

**Discussion** Contractor was selected through competitive bidding. (Public Contract Code § 22037).

**LBP** (Local Business Participation Percentage) 00.00%

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **KM 106 Construction, Inc.**, San Francisco, California, for the latter to provide Cut, demolish, and excavate approximately 63,175 SF of failed pavement to depth of 3" and transport spoils to recycling center. Compact existing base rock, then sweetening it up with one inch of class II base rock, apply tack oil along perimeter edges, then provide, place and compact 2.5" of ½" medium hot-mix asphalt. Note: No Drains or striping are included on this price. Flatwork Remove & Replace: Sawcut, demolish and excavate approximately 1,200 SF of failed pavement to depth of 5" and transport spoils to recycling center. Re-grade and compact subgrade, set forms, dry fit dowels and # 4 reinforcement steel bars at 12" on-center each way. Pour and finish approximately 1,200 SF of 6" thick concrete

slab. Use colorless 3,000 P .S.I. concrete mix with medium broom finish. Excludes application of concrete sealer. After punch list is complete all warranties must be submitted, for the **Horace Mann Elementary School Asphalt Removal and Replacement Project**, in the lump sum amount of **\$326,679.00**, which includes a contingency allowance of **\$35,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **May 25, 2023**, and to be completed within sixty days (60), with an anticipated ending of **July 23, 2023**.

**Fiscal Impact**

Fund 140, Deferred Maintenance

**Attachments**

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



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No. 23-1134**

**Department: Facilities Planning and Management**

**Vendor Name: KM 106 Construction, Inc**

**Project Name: Horace Mann Elementary School Asphalt Removal and Replacement Project Project No.: 70023**

**Contract Term: Intended Start: May 25, 2023**

**Intended End: July 23, 2023**

**Total Cost Over Contract Term: \$326,679.00**

**Approved by: Marc White**

**Is Vendor a local Oakland Business or has it met the requirements of the**

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

**How was this contractor or vendor selected?**

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

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

KM 106 Construction, Inc. for the latter to provide cut, demolish, and excavate approximately 63,175 SF of failed pavement to depth of 3" and transport spoils to recycling center. Compact existing base rock, then sweeting it up with one inch of class II base rock, apply tack oil along perimeter edges, then provide, place and compact 2.5" of 1/2" medium hot-mix asphalt. Note: No Drains or striping are included on this price. Flatwork Remove & Replace: Sawcut, demolish and excavate approximately 1,200 SF of failed pavement to depth of 5" and transpo11 spoils to recycling center. Re-grade and compact subgrade, set forms, dry fit dowels and# 4 reinforcement steel bars at I 2" on-center each way. Pour and finish approximately 1,200 SF of 6" thick concrete slab. Use colorless 3,000 P .S.I. concrete mix with medium broom finish. Excludes application of concrete sealer. After punch list is complete all warranties must be submitted, for the Horace Mann Elementary School Asphalt Removal and Replacement Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

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

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective **May 25, 2023**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **KM 106 CONSTRUCTION, INC.** hereinafter called the “Contractor.”

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

### **ARTICLE I. SCOPE OF WORK.**

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

The Horace Mann Elementary School Asphalt Replacement Project, 5222 Ygnacio Avenue, Oakland, CA, 94601

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

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

and other Contract Documents relating thereto.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

This contract is subject to the District’s Project Labor Agreement, dated June 30, 2021, which is available to upload found by going to the OUSD home page: [ousd.org](http://ousd.org) > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

### **ARTICLE II. CONTRACT DOCUMENTS.**

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the “Contract Documents” which form the “Contract.” The Contractor and its subcontractors must use the Owner’s program software COLBI DOCS for projects.

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

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be sixty (60) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **May 25, 2023**, in which case the deadline for Completion would be **July 23, 2023**.

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

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

Accordingly, the parties agree that \$500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

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

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{SR799843}

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 **THREE HUNDRED TWENTY-SIX THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS NO/100 (\$326,679.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **THIRTY-FIVE THOUSAND DOLLARS NO/100 (\$35,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

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

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

#### **ARTICLE V. CHANGES.**

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

#### **ARTICLE VI. TERMINATION.**

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

#### **ARTICLE VII. PREVAILING WAGES.**

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

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

is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

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

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

#### **ARTICLE VIII. WORKING HOURS.**

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

#### **ARTICLE IX. APPRENTICES.**

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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

Agreement Between Owner and Contractor Over \$60,000 – KM 106 Construction, Inc. – Horace Mann Elementary School Asphalt Removal and Replacement Project - \$326,679.00  
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general liability insurance shall be \$2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

**ARTICLE XII. ENTIRE AGREEMENT.**

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

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.**

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

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.**

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

**ARTICLE XV. BINDING EFFECT.**

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

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

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

**ARTICLE XVII. AMENDMENTS.**

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

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.**

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

**ARTICLE XIX. WRITTEN NOTICE.**

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

**ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION**

The Owner requires Contractor to comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

**CONTRACTOR:  
KM 106 CONSTRUCTION, INC.**

Signature: C. Ramirez

Name: DARON RAMIREZ

Date: 05/02/2023

(Chairman, Pres., or Vice-Pres. \_\_\_\_\_)

Signature Isabelle Jimenez

Name: Chief Financial Officer / Treasurer / Sec

Date: 05/01/2023

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

Mike Hutchinson  
**Mike Hutchinson, President, Board of Education**

5/25/2023

**Date**

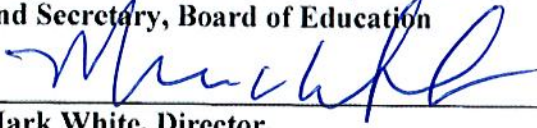
[Signature]

5/25/2023

Agreement Between Owner and Contractor Over \$60,000 – KM 106 Construction, Inc. – Horace Mann Elementary School Asphalt Removal and Replacement Project - \$326,679.00 {SR799843}

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

Date



5/4/23  
Date

Mark White, Director,  
Buildings and Grounds

Approved As To Form:



5/3/23

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

Date

937674

CALIFORNIA CONTRACTOR'S  
LICENSE NO.

12/31/2024

LICENSE EXPIRATION DATE

**NOTE:**

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

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

Bond Number: 800083856

<sup>KM 106</sup>  
Atlantic Specialty Insurance Company, as Surety, are held and firmly bound unto the <sup>Construction Inc,</sup> as Principal, and  
District, in the County of Alameda, State of California, hereinafter called the "Owner," in the  
sum of <sup>Three Hundred Twenty Six Thousand</sup> ~~Six Hundred Seventy Nine~~ Dollars (\$ 326,679.00 — ) for the payment of which sum well and  
truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and  
severally, to the Owner for the full performance of a certain contract with the Owner, the terms  
of which are incorporated herein by reference, dated May 25, 2023, for construction of

**The Horace Mann Elementary School Asphalt Removal & Replacement Project located at 5222 Ygnacio Avenue, Oakland, which consists of but not limited to:** Cut, demolish, and excavate approximately 63,175 SF of failed pavement to depth of 3" and transport spoils to recycling center. Compact existing base rock, then sweetening it up with one inch of class II base rock, apply tack oil along perimeter edges, then provide, place and compact 2.5" of 1/2" medium hot-mix asphalt. Note: No Drains or striping are included on this price. Flatwork Remove & Replace: Sawcut, demolish and excavate approximately 1,200 SF of failed pavement to depth of 5" and transport spoils to recycling center. Re-grade and compact subgrade, set forms, dry fit dowels and # 4 reinforcement steel bars at 12" on-center each way. Pour and finish approximately 1,200 SF of 6" thick concrete slab. Use colorless 3,000 P.S.I. concrete mix with medium broom finish. Excludes application of concrete sealer. After punch list is complete all warranties must be submitted. (the "Contract").

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

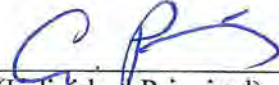
And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 19th day of April, 2023, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

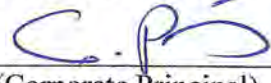
(To be signed by )  
(Principal and Surety, )  
(and acknowledged and )  
(Notarial Seal attached )

(Affix Corporate Seal)

  
\_\_\_\_\_  
(Individual Principal)  
1400 EGBERT AVE  
SAN FRANCISCO, CA 94124  
(Business Address)

KM 106 Construction Inc.

(Affix Corporate Seal)

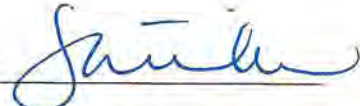
  
\_\_\_\_\_  
(Corporate Principal)

1400 Egbert Avenue  
San Francisco, CA 94124  
(Business Address)

(Affix Corporate Seal)

Atlantic Specialty Insurance Company  
(Corporate Surety)  
605 Highway 169 North, Suite 800  
Plymouth, MI 48076  
(Business Address)



\_\_\_\_\_  
By:   
Patricia S. Arana, Attorney-In-Fact

The rate of premium on this bond is \$20.00 Tiered per thousand.

The total amount of premium charged is \$6,534.00.

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 April 19, 2023, before me, Jessica L. Nowlin, Notary Public, personally appeared Patricia S. Arana, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



(Seal)

Signature: [Handwritten Signature]
Jessica L. Nowlin, Notary Public

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

Bond Number: 800083856

**KNOW ALL MEN BY THESE PRESENTS:**

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

The Horace Mann Elementary School Asphalt Removal & Replacement **Project located at 5222 Ygacio Avenue, Oakland**, which consists of but not limited to: Cut, demolish, and excavate approximately 63,175 SF of failed pavement to depth of 3" and transport spoils to recycling center. Compact existing base rock, then sweeting it up with one inch of class II base rock, apply tack oil along perimeter edges, then provide, place and compact 2.5" of 1/2" medium hot-mix asphalt. Note: No Drains or striping are included on this price. Flatwork Remove & Replace: Sawcut, demolish and excavate approximately 1,200 SF of failed pavement to depth of 5" and transport spoils to recycling center. Re-grade and compact subgrade, set forms, dry fit dowels and # 4 reinforcement steel bars at 12" on-center each way. Pour and finish approximately 1,200 SF of 6" thick concrete slab. Use colorless 3,000 P.S.I. concrete mix with medium broom finish. Excludes application of concrete sealer. After punch list is complete all warranties must be submitted. (the "Contract").

Which said agreement dated May 25, 2023, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

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

That the said Principal and the undersigned Atlantic Specialty 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 Three Hundred Twenty Six Thousand Six Hundred Seventy Nine Dollars (\$326,679.00) 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 19th day of April, 2023.

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

KM 106 Construction Inc.  
Principal

*[Signature]*

Atlantic Specialty Insurance Company  
Surety

*[Signature]*

By: Patricia S. Arana  
Attorney-in-Fact



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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

State of California )  
 ) ss  
County of Los Angeles )

On April 19, 2023, before me, Jessica L. Nowlin, Notary Public, personally appeared Patricia S. Arana, 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: Jessica L. Nowlin  
Jessica L. Nowlin, Notary Public



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **E.S. Albrecht, Jr., C.K. Nakamura, Tim M. Tomko, Noemi Quiroz, Maria Pena, Lisa L. Thornton, Patricia S. Arana, Natalie K. Trofimoff, Jessica Rosser**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where 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.

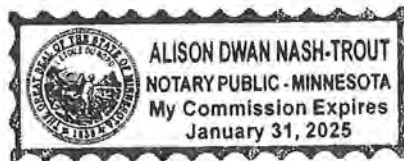
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19th day of April, 2023.



*Kara Barrow*  
Kara Barrow, Secretary

This Power of Attorney expires  
January 31, 2025

# ACKNOWLEDGMENT

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

State of California  
County of San Francisco )

On 04/20/2023 before me, Venice Lising Castillo, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature V. Lising Castillo (Seal)



## ACKNOWLEDGMENT

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

State of California  
County of San Francisco)

On 04/20/2023 before me, Venice Lising Castillo, Notary Public  
(insert name and title of the officer)

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person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

*V.L. Castillo*

(Seal)



**WORKERS' COMPENSATION CERTIFICATE**  
**DOCUMENT 00 40 05**

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

KM 106 Construction Inc.

Name of Contractor



Signature

Isabella Hernandez

Print Name

04/20/2023

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)



**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION  
DOCUMENT 00 40 06**

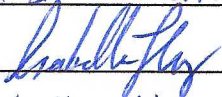
PROJECT/CONTRACT NO. 70023 between Oakland Unified School District ("District") and KM 106 Construction Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California public works contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: 04/20/2023

Proper Name of Contractor: KM 106 Construction Inc.

Signature: 

Print Name: Isabella Hernandez

Title: CEO/Treasurer/Secretary

END OF DOCUMENT

**DRUG-FREE WORKPLACE CERTIFICATION**  
**DOCUMENT 00 42 00**

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or organization's policy of maintaining a drug-free workplace;
  - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.


I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

KM 106 Construction Inc.  
Name of Contractor

Isabella Hernandez                      04/20/2023  
Print Name    Date

  
Signature

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**  
**DOCUMENT 00 42 01**

PROJECT NO. 70023 ("Project") between Oakland Unified School District (the "District" or the "Owner") and KM 106 Construction Inc. (the "Contractor" or the "Bidder").

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

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code sections 6400 et seq., Health & Safety Code sections 104350 et seq., and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site, and I hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

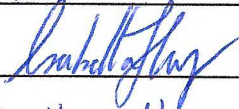
Date:

04/20/2023

Proper Name of Contractor:

KM 106 Construction Inc.

Signature:



Print Name:

Isabella Hernandez

Title:

CFO / Treasurer / Secretary

**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**  
**DOCUMENT 00 42 02**

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

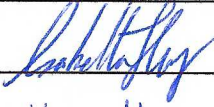
Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 04/20/2023

Proper Name of Contractor: KM 106 Construction Inc

Signature: 

Print Name: Isabella Hernandez

Title: CFO / Treasurer / Secretary

**LEAD-BASED MATERIALS CERTIFICATION**  
**DOCUMENT 00 42 03**

PROJECT/CONTRACT NO. 70023 between Oakland Unified School District ("District") and KM 106 Construction Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- 1) Contractor's work may disturb lead-containing building materials.
- 2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- 3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

**1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

**2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- f. Lead contamination/emergency cleanup;
- g. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- h. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

**Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.**

**3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

**4. Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

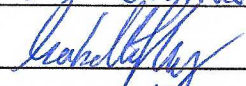
THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: 04/20/2023

Proper Name of Contractor: KM 106 Construction Inc.

Signature: 

Print Name: Isabella Hernandez

Title: CEO / Treasurer / Secretary

END OF DOCUMENT



**IMPORTED MATERIALS CERTIFICATION**  
**DOCUMENT 00 42 04**

PROJECT NO. 70023 ("Project") between Oakland Unified School District (the "District" or the "Owner") and KM 106 Construction Inc (the "Contractor" or the "Bidder").

This form shall be executed by Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site(s). All Fill shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of:     Delivery Firm/Transporter             Supplier             Manufacturer  
                                  Wholesaler                                     Broker                 Retailer  
                                  Distributor                                     Other \_\_\_\_\_

Type of Entity:     Corporation                                     General Partnership  
                                  Limited Partnership                             Limited Liability Company  
                                  Sole Proprietorship                             Other \_\_\_\_\_

Name of firm ("Firm"): KM 106 Construction Inc

Mailing address: 1400 Egbert Ave, San Francisco, CA 94124

Addresses of branch office used for this Project: 1400 Egbert Ave, San Francisco, CA 94124

If subsidiary, name and address of parent company: \_\_\_\_\_

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site(s) are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: 04/20/2023

Proper Name of Contractor: KM 106 Construction Inc.

Signature: Isabella Hernandez

Print Name: Isabella Hernandez

Title: CEO / Treasurer / Secretary

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Horace Mann ES  
 Project: Asphalt Removal & Replacement  
 Project #: 70023  
 Estimate: \$350,000

Date: Thursday, April 6, 2023  
 Time: 2:00 P.M.  
 Project Mgr: Marcus Board  
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b>	Pacific Coast General Engineering	Base Bid:	\$297,497.00	<b>Required Day of Bid:</b>	
Address:	12 Industry Rd	Allowance:	\$35,000.00	Signed Bid Form	X
City/State:	Pittsburg, CA 94565	<b>TOTAL:</b>	\$332,497.00	Addendum Acknow.	X
Phone:	925-252-0214	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	X
<b>NON-RESPONSIVE</b>		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
<b>DVBE INCOMPLETE</b>		11:08 AM	4/6/2023	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				<b>Local Business Participation Form</b>	N.A
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
		2:26 PM	4/6/2023		
<b>Company:</b>	KM 106 Construction, Inc.	Base Bid:	\$291,679.00	<b>Required Day of Bid:</b>	
Address:	1400 Egbert Ave, 2nd floor	Allowance:	\$35,000.00	Signed Bid Form	X
City/State:	San Francisco, CA 94124	<b>TOTAL:</b>	\$326,679.00	Addendum Acknow.	X
Phone:	510-512-6799	Alternates:		Bid Bond	X
Fax:	510-880-4709			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:44 PM	4/6/2023	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				<b>Local Business Participation Form</b>	N.A
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:26 PM	4/6/2023		
<b>Company:</b>	Redgwick Construction Company	Base Bid:	\$462,000.00	<b>Required Day of Bid:</b>	
Address:	21 Hegenberger Ct	Allowance:	\$35,000.00	Signed Bid Form	X
City/State:	Oakland, CA 94621	<b>TOTAL:</b>	\$497,000.00	Addendum Acknow.	X
Phone:	510-792-1727	Alternates:		Bid Bond	X
Fax:	510-792-1728			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		11:11 AM	4/6/2023	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				<b>Local Business Participation Form</b>	N.A
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:26 PM	4/6/2023		
<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>	
Address:		Allowance:	\$35,000.00	Signed Bid Form	
City/State:		<b>TOTAL:</b>		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				<b>Local Business Participation Form</b>	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

**BID FORM**  
**DOCUMENT 00 31 01**

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Facilities Planning and Management 955 High  
Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of KM 106 Construction Inc., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), Scope of work includes but not limited to Cut, demolish, and excavate approximately 63,175 SF of failed pavement to depth of 3" and transport spoils to recycling center. Compact existing base rock, then sweetening it up with one inch of class II base rock, apply tack oil along perimeter edges, then provide, place and compact 2.5" of 1/2" medium hot-mix asphalt. Note: No Drains or striping are included on this price. Flatwork Remove & Replace: Sawcut, demolish and excavate approximately 1,200 SF of failed pavement to depth of 5" and transport spoils to recycling center. Re-grade and compact subgrade, set forms, dry fit dowels and # 4 reinforcement steel bars at 12" on-center each way. Pour and finish approximately 1,200 SF of 6" thick concrete slab. Use colorless 3,000 P.S.I. concrete mix with medium broom finish. Excludes application of concrete sealer. After punch list is complete all warranties must be submitted. **(the "Contract")**.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, CA 94601

**Bid Amount (Base Bid):**

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

<u>Two Hundred Ninety One Thousand Six Hundred Seventy Nine</u> Dollars <i>Bid Amount</i>	<u>\$291,679.00</u>
<u>Thirty-Five Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$35,000.00</u>

OAKLAND UNIFIED SCHOOL DISTRICT  
**HORACE MANN ELEMENTARY SCHOOL**  
**ASPHALT REMOVAL & REPLACEMENT**  
**PROJECT NO. 70023**

BID FORM  
DOCUMENT 00 31 01

{SR684258}

<p><i>Three Hundred Twenty Six Thousand Six Hundred Seventy Nine</i> Dollars <i>Total Base Bid Amount</i></p> <p><b><i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i></b></p>	<p><u>\$ 326,679.00</u></p>
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**Miscellaneous:**

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

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

<https://www.sam.gov/portal/public/SAM>

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

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

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

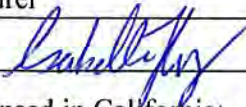
aaronjr@km106.com , Isabella@km106.com

Our Public Liability and Property Damage Insurance is placed with:  
Century Surety Co.

Our Workers' Compensation Insurance is placed with:  
State Compensation Insurance Fund of California

OAKLAND UNIFIED SCHOOL DISTRICT  
HORACE MANN ELEMENTARY SCHOOL  
ASPHALT REMOVAL & REPLACEMENT  
PROJECT NO. 70023

BID FORM  
DOCUMENT 00 31 01

Print or Type Name: Isabella Hernandez  
Title: CFO/SEC/Treasurer  
Signature:   
Name of Company as Licensed in California: KM 106 Construction Inc.  
Business Address: 1400 Egbert Ave, Second Floor, San Francisco, CA 94124  
Telephone Number: 510-512-6799  
California Contractor License No.: 937674  
Class and Expiration Date: A, B, ASB, HAZ, C-21, C-22, Expiration: 12-31-2024  
Public Works Contractor Registration No.: PW-LR-1000704655  
State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: NA, 20  

(Name) NA Signature NA

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: NA, 20  

( Name) NA Signature NA  
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: April 7th, 2020

(Name) Aaron Ramirez  
(Chairman, Pres, or Vice-Pres. President

OAKLAND UNIFIED SCHOOL DISTRICT  
HORACE MANN ELEMENTARY SCHOOL  
ASPHALT REMOVAL & REPLACEMENT  
PROJECT NO. 70023

BID FORM  
DOCUMENT 00 31 01

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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. \_\_ Date \_\_ Addendum No. 1 Date March 22, 2023  
Addendum No. \_\_ Date \_\_ Addendum No. 2 Date March 29, 2023  
Addendum No. \_\_\_\_ Date \_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_

This bid may be withdrawn at any time prior before the scheduled time for opening 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 rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

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

**NOTE:** 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 officers signing on behalf of a corporation shall be furnished with the bid.

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.

OAKLAND UNIFIED SCHOOL DISTRICT  
HORACE MANN ELEMENTARY SCHOOL  
ASPHALT REMOVAL & REPLACEMENT  
PROJECT NO. 70023

BID FORM  
DOCUMENT 00 31 01

## ADDENDUM NO. 1

March 22, 2023

### Horace Mann Elementary School Asphalt Replacement Project

OUSD PROJECT NUMBER 70023

Oakland Unified School District  
Facilities Planning & Management  
955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No. 1 The Addendum to cover the following changes:

Item #1: add additional scope of work:

Remove an average of existing 2 1/2" of asphalt, rock and soil and replace with 3" asphalt concrete over 9" aggregate base, class 2 and 95% compaction. See the attached dwg - area circled is to be 3" asphalt concrete over 11" aggregate base, class 2 and 95% compaction. Header Boards are required between asphalt and existing grass areas, and if there are existing trees on site, around tree areas (using existing tree well dimensions).

Remove existing tree roots as required. Remove all existing asphalt ramps and replace with ADA compliant ramps for wheelchair access. All drains will be cleared by the District prior to the start of work. All asphalt shall be pitched to existing drains for proper drainage.

Remove the existing concrete pad for the dumpsters and replace with a 1,200 sf of 6" thick reinforced concrete pad. New location and dimensions in the same area and will be determined with the lowest bidder. The District has confirmed that there isn't existing fabric under existing asphalt. All existing play matting is to remain. The District will have an inspector as well as a test lab on this project.

Item #2: This project is adding a **Class "A-General Engineering Contractor License**

Item #3: The district will be holding a **second pre-bid walk** for this project **Monday, March 27<sup>th</sup>, 11:00 am**. Please meet in front of the Site. If you attended the first walk, you are not required to attend this second walk, you have satisfied the attendance requirement.

Item #4: Bids are due April 3<sup>rd</sup>, 2023 at 2:00 p.m., must be sealed and hand delivered to:  
front desk Facilities, 955 High Street, Oakland.

Item #5: This project is not subject to the Local, Small Local, and Small Local Resident Business Enterprise Program (L/SL/SLRBE)

See attached Revised Bid Cover Sheet.

**RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON  
THE FORM OF PROPOSAL**

End of Addendum No. 1

## ADDENDUM NO. 2

March 29, 2023

### Horace Mann Elementary School Asphalt Replacement Project

OUSD PROJECT NUMBER 70023

Oakland Unified School District  
Facilities Planning & Management  
955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No. 2 The Addendum to cover the following changes:

**Item #1:** add additional scope of work:

Cut, demolish, and excavate approximately 63,175 SF of failed pavement to depth of 3" and transport spoils to recycling center. Compact existing base rock, then sweetening it up with one inch of class II base rock, apply tack oil along perimeter edges, then provide, place and compact 2.5" of 1/2" medium hot-mix asphalt. Sawcut, demolish and excavate approximately 1,200 SF of failed pavement to depth of 5" and transport spoils to recycling center. Re-grade and compact subgrade, set forms, dry fit dowels and # 4 reinforcement steel bars at 12" on-center each way. Pour and finish approximately 1,200 SF of 6" thick concrete slab. Use colorless 3,000 P.S.I. concrete mix with medium broom finish. Excludes application of concrete sealer. For existing driveway (see attached drawing, circled area) is to be 4" asphalt concrete over 8" aggregate base, class 2 and %95 compaction. Header Boards are required between asphalt and existing grass areas, planter areas and trees (using existing tree well dimensions). Remove existing tree roots as required. Remove all existing asphalt ramps and replace them with ADA compliant ramps for wheelchair access. All drains will be cleared by the district prior to the start of work. All asphalt shall be pitched to existing drains for proper drainage. Remove the existing concrete pad for the dumpsters and replace it with a 1,200 SF of 6" thick reinforced concrete pad. New location and dimensions in the same area and will be determined with the lowest bidder. The District has confirmed that there isn't any existing fabric under existing asphalt. All existing play matting is to remain. The District will have an inspector and a test lab on site for this project.

**Item #2:** The Bid due date is being changed to **Thursday, April 6th, 2023 at 2:00 p.m.**, bids must be sealed and hand delivered to: front desk Facilities Planning and Management, 955 High Street, Oakland.

**Item #3:** Attached Site Map

See attached Revised Bid Cover Sheet.

**RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON  
THE FORM OF PROPOSAL**

End of Addendum No. 2



(Name) Isabella Hernandez  
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) CFO/SEC/Treasurer

**OAKLAND UNIFIED SCHOOL DISTRICT  
HORACE MANN ELEMENTARY SCHOOL  
ASPHAT REMOVAL & REPLACEMENT  
PROJECT NO. 70023**

**BID FORM  
DOCUMENT 00 31 01**

## ACCEPTANCE OF OFFICE

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

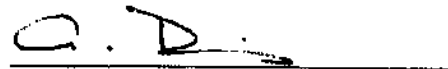


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Aaron Ramirez, President of  
KM 106 Construction Inc.

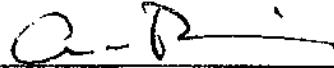
**ACCEPTANCE OF OFFICER**

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



Aaron Ramirez, President of  
KM 106 Construction Inc

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



---

Aaron Ramirez, Director of  
KM 106 Construction Inc

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

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

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

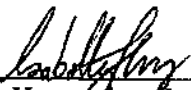
**President/CEO:** Aaron Ramirez

**Secretary:** Isabella Hernandez

**Treasurer/CFO:** Isabella Hernandez

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

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

  
\_\_\_\_\_  
Isabella Hernandez, Secretary of  
KM 106 Construction Inc

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

A California Corporation

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

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

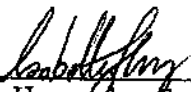
**President/CEO:** Aaron Ramirez

**Secretary:** Isabella Hernandez

**Treasurer/CFO:** Isabella Hernandez

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

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

  
\_\_\_\_\_  
Isabella Hernandez, Secretary of  
KM 106 Construction Inc

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




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Aaron Ramirez, Director of  
KM 106 Construction Inc

**ACCEPTANCE OF OFFICER**

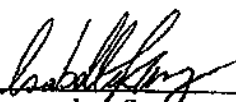
I, Isabella Hernandez, having been elected the Treasurer of KM 106 Construction Inc, a California Corporation, do hereby accept said position, together with any office pertaining thereto to which I have also been elected in connection with my position and title as the Treasurer effective on or about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

  
\_\_\_\_\_  
Isabella Hernandez, Treasurer of  
KM 106 Construction Inc



**ACCEPTANCE OF OFFICER**

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

  
\_\_\_\_\_  
Isabella Hernandez, Secretary of  
KM 106 Construction Inc

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

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
KM 106 Construction Inc. as Principal and  
Atlantic Specialty Insurance Company as Surety, are hereby held and firmly bound  
unto the Oakland Unified School District ("Owner") in the sum of Ten Percent of Total  
Bid Amount Submitted Dollars (\$ 10% of Bid) for payment of which sum, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has  
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to  
enter into a Contract in writing for the construction of Horace Mann Elementary School in  
strict accordance with Contract Documents. Asphalt Removal & Replacement,  
Project No. 70023

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  
HORACE MANN ELEMENTARY SCHOOL  
ASPHAT REMOVAL & REPLACEMENT  
PROJECT NO.: 70023

BID BOND  
DOCUMENT 00 40 00

{SR526355}

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 28th day of March, 2023 the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

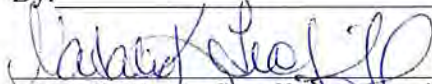
(Notary Seal)

KM 106 Construction Inc.



\_\_\_\_\_  
(Principal)  
1400 Egbert Ave.  
San Francisco, CA 94124  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Atlantic Specialty Insurance Company  
(Corporate Surety)  
605 Highway 169 North, Suite 800  
Plymouth, MN 55441  
\_\_\_\_\_  
Business Address)

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

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

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

**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 )

**MAR 28 2023**

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

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

WITNESS my hand and official seal.

(Seal)



Signature: \_\_\_\_\_  
Patricia Arana, Notary Public



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **E.S. Albrecht, Jr., C.K. Nakamura, Tim M. Tomko, Noemi Quiroz, Maria Pena, Lisa L. Thornton, Patricia S. Arana, Natalie K. Trofimoff, Jessica Rosser**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where 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.

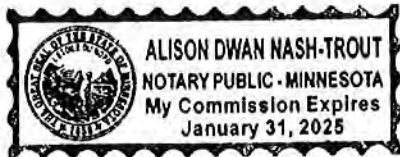
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA  
HENNEPIN COUNTY



By   
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated \_\_\_\_\_ day of **MAR 28, 2023**.

This Power of Attorney expires  
January 31, 2025



  
Kara Barrow, Secretary

# ACKNOWLEDGMENT

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

State of California  
County of San Francisco )

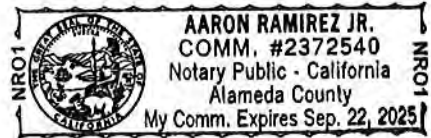
On MARCH 29, 2023 before me, Aaron Ramirez Jr, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



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

Owner: Oakland Unified School District  
Contract: Horace Mann Elementary School Asphalt Removal & Replacement

The undersigned declares:

I am the CFO/SEC/Treasurer of KM 106 Construction Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 6th, 2023 at San Francisco [city], CA [state].

  
\_\_\_\_\_  
Signature

Isabella Hernandez, CFO/SEC/Treasurer  
\_\_\_\_\_  
Print Name

**SUFFICIENT FUNDS DECLARATION**  
**DOCUMENT 00 11 13**  
**(Labor Code section 2810)**

Owner: Oakland Unified School District  
Contract: Horace Mann Elementary School Removal & Replacement Project

I, Isabella Hernandez, declare that I am the CFO/SEC/Treasurer  
*[insert title]* of KM 106 Construction Inc., the entity making and submitting the bid for  
the above Project that accompanies this Declaration, and that such bid includes sufficient  
funds to permit KM 106 Construction Inc. *[insert name of entity]* to comply with all local,  
state or federal labor laws or regulations during the Project, including payment of  
prevailing wage, and that KM 106 Construction Inc. *[insert name of entity]* will comply with  
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and executed on April 6th 2023, at san Francisco *[city]*,  
CA *[state]*.

Date: 04/06/2023

  
Signature

Print Name: Isabella Hernandez  
Print Title: CFO/SEC/Treasurer



**IRAN CONTRACTING ACT CERTIFICATION**

**(Public Contract Code sections 2202-2208)**

**DOCUMENT 00 40 04**

**(To be Executed by Bidder and Submitted With Bid)**

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> KM 106 Construction Inc., Fremont Bank		<i>Federal ID Number (or n/a)</i> 85-2084492
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Isabella Hernandez, CFO/SEC/Treasurer		
<i>Date Executed</i> 04/06/2023	<i>Executed in</i> San Francisco, CA	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i> NA	<i>Federal ID Number (or n/a)</i> NA
<i>By (Authorized Signature)</i> NA	
<i>Printed Name and Title of Person Signing</i> NA	<i>Date Executed</i> NA



LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime: KM 106 Construction Inc.  
 Project Name: Horace Mann Elementary School Asphalt Removal & Replacement Project  
 Project Number: 70023 OAKLAND  
 Proposed Total Contract Amount: \$326,679.00

Bid Opening Date:  
 Time:  
 Project Manager:  
 Architect:

04/06/2023  
 2 PM

BASE BID AMOUNT

\$326,679.00

Proposed Total SLBE Amount (%)

0 %

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)
Company Name: NA Address: Ctv/State: NA Certifying Agency: NA Certification No. (if available): NA	NA	NA	NA	NA
Company Name: Address: Ctv/State: Certifying Agency: Certification No. (if available):				
Company Name: Address: Ctv/State: Certifying Agency: Certification No. (if available):				
Company Name: Address: Ctv/State: Certifying Agency: Certification No. (if available):				
Company Name: Address: Ctv/State: Certifying Agency: Certification No. (if available):				
Company Name: Address: Ctv/State: Certifying Agency: Certification No. (if available):				
Company Name: Address: Ctv/State: Certifying Agency: Certification No. (if available):				
<b>TOTAL PARTICIPATION</b>	\$ 0	0 %	0 %	0 %

APPROVAL - LBE Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.

**SCHEDULE Z**  
**DOCUMENT 00 52 00**


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

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

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

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

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

KM 106 Construction Inc.			
_____ Company Name		_____ Signature of Authorized Representative	
1400 Egbert Ave, Second Floor, San Francisco, CA 94124		Isabella Hernandez	
_____ Address		_____ Type or Print Name	
628	286-7901	04/06/2023	Isabella Hernandez
_____ Area Code	_____ Phone	_____ Date	_____ Type or Print Name

**END OF DOCUMENT**

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

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

PROJECT: Horace Mann Elementary School Asphalt Removal & Replacement **Project**

Check option that applies:

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

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

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

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

Date: 04/06/2023

Proper Name of Bidder: KM 106 Construction Inc.

Signature: 

Print Name: Isabella Hernandez

Title: CFO/SEC/Treasurer

END OF DOCUMENT

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN  
BUSINESS ENTERPRISE PARTICIPATION**

**DOCUMENT 00 41 00**

*To be completed by the Prime Bidder*

PAGE 1 OF 2

<b>PART I – IDENTIFICATION INFORMATION</b>		
BIDDER'S NAME KM 106 Construction Inc.	BUSINESS ADDRESS 1400 Egbert Ave, Second Floor, San Francisco, CA 94124	TELEPHONE NUMBER 510-512-6799
SCHOOL DISTRICT Oakland Unified School District	COUNTY City and County of Oakland	APPLICATION NO. NA
<p><b>PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS</b> – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.</p> <p><b>NOTE:</b> <i>Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.</i></p>		
<b>YOUR BUSINESS ENTERPRISE</b>	<b>AND YOU</b>	<b>AND YOU</b>
A. <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).</i>	
B. <input type="checkbox"/> <i>is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
C. <input checked="" type="checkbox"/> <i>is not Disabled Veteran owned</i>	<i>will use DVBE subcontractors/ suppliers for at least 3 percent of this contract</i>	
D. <input type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>

**Note:** An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

*Continued on reverse side*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2023

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

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

<b>PRODUCER</b> <b>Alliant Insurance Services, Inc.</b> <b>10 Almaden Boulevard, Suite 650</b> <b>San Jose, CA 95113</b>	<b>CONTACT NAME: Certificate Requests</b> <b>PHONE (A/C, No, Ext): (408) 352-6700</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS: sjcertificates@alliant.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A : State Compensation Insurance Fund of California</b>			<b>35076</b>
<b>INSURED</b>  <b>KM 106 Construction Inc.</b> <b>1400 Egbert Ave.</b> <b>San Francisco, CA 94124</b>	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/N</b> <b>Y</b>	<b>N/A</b>	<b>1972756-2022</b>	<b>10/1/2022</b>	<b>10/1/2023</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Job #70023, Horace Mann

Evidence of Insurance.

### CERTIFICATE HOLDER

### CANCELLATION

<b>Oakland Unified School District</b> <b>955 High Street</b> <b>Oakland, CA 94607</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/23

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

<b>PRODUCER</b> <b>EMPIRE WEST INS SERVICES INC</b> <b>PO Box 399</b> <b>Fair Oaks, CA 95628</b>	<b>CONTACT NAME:</b> Jeff Kortan <b>PHONE (A/C, No, Ext):</b> (916)967-1130 <b>E-MAIL ADDRESS:</b> jeff@empirewest.net	<b>FAX (A/C, No):</b> (888)204-4268
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>KM 106 Construction Inc.</b> <b>1400 Egbert Avenue</b> <b>San Francisco, CA 94124</b>	<b>INSURER A:</b> Century Surety Co.	<b>NAIC #</b> 36951
	<b>INSURER B:</b> Star Insurance Company	<b>18023</b>
	<b>INSURER C:</b> Evanston Insurance Company	<b>35378</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CCP1095374	10/01/22	10/01/23	EACH OCCURRENCE \$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> <b>Pollution Liability</b>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	<input checked="" type="checkbox"/> <b>E&amp;O-Professional Liab.</b>						MED EXP (Any one person) \$ <b>5,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<input checked="" type="checkbox"/> OTHER: <b>E&amp;O: Claims-Made</b>						GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B	<b>AUTOMOBILE LIABILITY</b>			CA0860339	10/01/22	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			CCP1095375	10/01/22	10/01/23	EACH OCCURRENCE \$ <b>4,000,000</b>
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ <b>4,000,000</b>
	DED	RETENTION \$					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	<b>Excess Liability</b>			MKLV2EFX101007	10/17/22	10/17/23	<b>Each Occurrence \$4,000,000</b> <b>Gen Aggregate \$4,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: Oakland Unified School District Hoarace Mann Elementary School Project No. 70023.**

Oakland Unified School District is named as Additional Insured as respects all insureds operations per written contract. Coverage is primary and non-contributory. 30-days' notice of cancellation or reduction in coverage to Oakland Unified School District applies.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Oakland Unified School District</b> <b>955 High Street</b> <b>Oakland, CA 94607</b> <b>#70023</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM**

**SCHEDULE**

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

- A.** Section II – Who Is An Insured is amended to include as an additional insured, the person(s) or organization(s) shown in the Schedule, but only with respect to “bodily injury”, “property damage”, “personal and advertising injury” or “environmental damage” caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured(s) at the designated project or premises shown above.  
 However:
  - 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** The following shall not apply to and shall afford no coverage to additional insureds shown in the Schedule above:
  - 1. Coverage E – Consultants’ Professional Liability; or
  - 2. Coverage F – Scheduled Property Pollution Liability; or
  - 3. Coverage G – Non-Owned Disposal Site Pollution Liability
- C.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:  
 This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or “environmental damage” occurring after:
  - 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the designated project or premises of the covered operations has been completed; or
  - 2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- D.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance and Deductibles:  
 If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
 whichever is less.

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

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s)**

Any person or organization for whom you are required to add as an additional insured under a written lease agreement.

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" or "environmental damage" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" or "pollution condition" which takes place after the equipment lease expires.

**C.** The following shall not apply to and shall afford no coverage to additional insureds shown in the Schedule above:

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

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

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

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

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

All other terms and conditions of this policy are unchanged.

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

**ADDITIONAL INSURED – ENGINEERS, ARCHITECTS, OR SURVEYORS  
NOT ENGAGED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM**

**SCHEDULE**

<p><b>Name of Additional Insured Engineers, Architects or Surveyors Not Engaged by the Named Insured:</b> Any person or organization for whom you are required under a written contract or agreement to add as an additional insured that is the engineer, architect, or surveyor for the project described by the same written contract.</p>
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- A.** Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage”, “personal and advertising injury” or “environmental damage” caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations performed by you or on your behalf.  
 Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.  
 However, the insurance afforded to such additional insured:
  - 1. Only applies to the extent permitted by law; and
  - 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
  
- B.** The following shall not apply to and shall afford no coverage to additional insureds shown in the Schedule above:
  - 1. Coverage E – Consultants’ Professional Liability; or
  - 2. Coverage F – Scheduled Property Pollution Liability; or
  - 3. Coverage G – Non-owned Disposal Site Pollution Liability.
  
- C.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance and Deductibles:  
 The most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
 whichever is less.  
 This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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

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

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM**

**SCHEDULE**

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

performed for the above designated additional insured at the above designated project or premises and included in the "products-completed operations hazard".

- C. Under Section **I** – Coverages, Coverage **D** – Contractors' Pollution Liability, the insurance provided for the benefit of the above designated additional insured shall be primary and non-contributory, but only with respect to liability for "bodily injury", "property damage", or "environmental damage" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- performed for the above designated additional insured at the above designated project or premises and included in the "covered operations".
- D. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** – Limits of Insurance and Deductibles:
- If coverage provided to the designated additional insured is required by a contract or agreement, the most we will pay on behalf of the designated additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance Shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- E. The following shall not apply to and shall afford no coverage to designated additional insureds shown in the Schedule above:
1. Coverage **E** – Consultants' Professional Liability; or
  2. Coverage **F** – Scheduled Property Pollution Liability; or
  3. Coverage **G** – Non-Owned Disposal Site Pollution Liability.

All other terms and conditions of this policy remain unchanged.

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM  
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY**

**SCHEDULE**

<p><b>Designated Person or Organization:</b> Any person or organization for whom you are required by a written contract or agreement to provide Waiver of Transfer of Rights of Recovery against Others.</p>
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In consideration of the premium paid, it is hereby agreed that the condition, Transfer Of Rights Of Recovery Against Others To Us, in Section **IV** – Conditions, is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for an injury or damage, arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions of this policy remain unchanged.



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information				
<b>Project Name</b>	Horace Mann Elementary School Asphalt Removal and Replacement Project	<b>Site</b>	136	
Basic Directions				
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.				
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			

Contractor Information							
Contractor Name	KM 106 Construction, Inc.	Agency's Contact	Aaron Ramirez				
OUSD Vendor ID #	008444	Title	Owner				
Street Address	1400 Egbert Avenue, 2 <sup>nd</sup> Floor	City	San Francisco	State	CA	Zip	94124
Telephone	510-925-6074	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 #	70023						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	5/25/23	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	7/23/23
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$326,679	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9914/9050	Fund 140 Deferred Maintenance	140-9914-0-9050-8500-6273-136-9880-9000-9999-99999	6273	\$326,679.00

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