

Board Office Use: Legislative File Info.	
File ID Number	16-0654
Introduction Date	4/13/16
Enactment Number	16-0499
Enactment Date	4-13-16



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer
Roland Broach, Executive Director, Buildings, Custodial & Grounds
Facilities Planning and Management

Board Meeting Date ~~March 23, 2016~~ April 13, 2016

Subject Award of Bid - Mar Con Co. - Oakland Technical High School Site Accessibility Project

Action Requested Adoption by the Board of Education of Resolution No. 1516-0160,- Award of Bid and Construction Contract on behalf of the District for the Oakland Technical High School Site Accessibility Project to Mar Con Co., Oakland, CA., in the amount of \$39,800.00, as the lowest responsive, responsible bidder. The work will be conducted in one (1) phase, contract duration of ~~(134)~~ ^{(134) calendar days}, commencing ~~March 23, 2016~~ through December 31, 2016. *10 ER*

Background Contractor to provide site accessibility improvements at Oakland Technical High School. Scope includes, but not limited to: signage; bollards at field; fence modifications to provide proper access to field; parking lot striping and restroom accessory relocation to meet ADA requirements. Construction duration must be completed by April 3, 2016.

Discussion We have a need for additional site access improvements that are required to address the deficiencies noted in the legal settlement filed against the District.

LBP (Local Business Participation Percentage) 90.80%

Procurement Construction contract - Formal - Advertised Bid/Awarded to lowest responsive, responsible bidder

Recommendation Adoption by the Board of Education of Resolution No. 1516-0160,- Award of Bid and Construction Contract on behalf of the District for the Oakland Technical High School Site Accessibility Project to Mar Con Co., Oakland, CA., in the amount of \$39,800.00, as the lowest responsive, responsible bidder. The work will be conducted in one (1) phase, contract duration of ~~(134)~~ ^{(134) calendar days}, commencing ~~March 23, 2016~~ through December 31, 2016. *10 ER*

Fiscal Impact Measure J

Attachments

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



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

Legislative File ID No. 16-0654

Department: OUSD Facilities

Vendor Name: Mar Con Company

Project Name: Oakland Tech Site Accessibility Improvements **Project No.:** 13198-1

Contract Term: Start Date: _____ End Date: _____

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 39,800.00

Approved by: Tadashi Nakadegawa & Lance Jackson

Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy? Yes No

Why was this Vendor selected?

This project was publicly bid. Mar Con Company was the low bidder and met the local business utilization policy.

Summarize the services this Vendor will be providing.

Contractor to provide site accessibility improvements at Oakland Technical High School. Scope includes, but not limited to: signage; bollards at field; fence modifications to provide proper access to field; parking lot striping and restroom accessory relocation to meet ADA requirements. Work done to comply with legal settlement.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



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

RESOLUTION NO. 1516-0160

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE OAKLAND TECHNICAL HIGH SCHOOL SITE ACCESSIBILITY
IMPROVEMENTS PROJECT**

WHEREAS, the District has heretofore requested bids, included but not limited to: signage; bollards at field; fence modifications to provide proper access to field; parking lot striping and restroom accessory relocation to meet ADA requirements for the Oakland Unified School District of Alameda County, California, and

WHEREAS, one bid was received via Division of Facilities Planning and Management in response to the said request as follows, and

Contractor:	Location	Bid Amount
Mar Con Co.	Oakland, CA	\$39,800.00

WHEREAS, the responsive bidder has either met the goals for the participation of minority, women and disabled veteran businesses or documented a “good-faith” effort to do so as required by the District Policy for such participation;

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **MAR CON CO.**, for the performance of the bid work, in the amount of **THIRTY NINE THOUSAND, EIGHT HUNDRED DOLLARS AND NO CENTS (\$39,800.00)** shall be and is hereby accepted; all other bids are rejected, if any; and

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



OAKLAND UNIFIED
SCHOOL DISTRICT

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

RESOLUTION NO. 1516-0160

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE OAKLAND
TECHNICAL HIGH SCHOOL SITE ACCESSIBILITY IMPROVEMENTS PROJECT**

Page 2 of 2

Passed by the following vote:

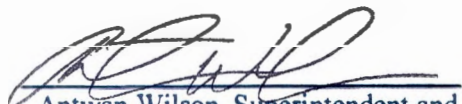
AYES: Jody London, Aimee Eng, Jumoke Hinton Hodge, Roseann Torres,
Vice President Nina Senn and President James Harris

NOES: None

ABSTAINED: None

ABSENT: Shanthi Gonzales

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Special Meeting of the Governing Board of the Oakland Unified School District held on April 13, 2016.


Antwan Wilson, Superintendent and
Secretary, Board of Education

File ID Number: 16-0654

Introduction Date: 4-13-16

Enactment Number: 16-0499

Enactment Date: 4-13-16

By:

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 3rd day of March, 2016, by and between the Oakland Unified School District ("District" or "Owner") and Mar Con Co. ("Contractor") ("Agreement").

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

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

PROJECT: **Oakland Technical High Site Accessibility Improvements**

PROJECT NO.: **13198-1**

RESOLUTION NUMBER: **1516-0160**

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

2. **The Contract Documents:**

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

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

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Ten (10)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the

work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by April 3, 2016.**

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
 - **Project Completion:** One thousand dollars and no cents (\$1,000.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
 - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

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

14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Thirty four thousand, eight hundred dollars and no cents

(\$ 34,800.00), (Base Contract Amount)

+ \$ Five thousand

(\$ 5,000.00), (Contingency Allowance Amount)

= Thirty nine thousand eight hundred dollars and no cents

(\$ 39,800.00), ("Contract Price")

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
 - b. The Contract Price shall be paid in lawful money of the United States.
 - c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).
15. **Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.
16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District 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>

Susie Butler-Berkley
Contract Analyst

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

Dated: _____, 20__

Dated: 3/4/16, 2016

OAKLAND UNIFIED SCHOOL DISTRICT

MAR CON, Co CONTRACTOR

By: _____

By: Marco Murrieta

Print Name: James Harris

Print Name: Marco Murrieta

Print Title: President, Board of Education

Print Title: PRESIDENT

By: _____

Print Name: Antwan Wilson, Superintendent

Print Title: Secretary, Board of Education

By: Lance Jackson

Print Name: Lance Jackson

Print Title: Interim Deputy Chief
Facilities, Planning and Management

Approved as to Form:

By: Catherine Boskoff

Print Name: Catherine Boskoff

Print Title: Special Facilities Counsel

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

END OF DOCUMENT



Interoffice Memo

Date: January 29, 2016
 To: Tadashi Nakadegawa, Director of Facilities
 From: Saya Nhim
 Project Name: Oakland Technical High School Site Accessibility
 Project No.: 13198-1
RE: Acceptance of Bid

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

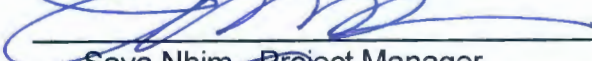
BID TALLY

	Responsive Low Bid	2 nd Bidder	3 rd Bidder
Contractor	Mar Con Co.		
Base Bid Amount	\$34,800		
Contingency Allowance	\$5,000		
Total Bid Amount	\$39,800		
Alternates Amount	N/A		

Local Business Enterprise Participation: 90.80%

SGI/OUSD recommends the award of the bid to **Mar Con Co.**, for a total contract amount of **\$39,800**

CONSTRUCTION BUDGET: \$ 56,000 BID SAVINGS: \$16,200

RECOMMENDATION: 
 Saya Nhim - Project Manager

1/29/16
 Date

ACCEPTANCE: 
 Tadashi Nakadegawa - Director of Facilities

2/3/16
 Date



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Mar Con Company**

Project: Oakland Yechanical HS Site Accessibility

Project #:13198-1

Estimate: \$22,000

Date: Wednesday, January 27, 2016

Time: 2:00 pm

Project Mgr: Saya Nhim

Architect: Byrens Kim Design

Based Bid		\$	34,800.00
Verified Local Business Participation	4.0%	\$	1,392.00
Based Bid W/ LBP Discount		\$	33,408.00

	LBE	SLB	SLBR	COMMENTS:
Company: Mar Con Company Address: 8135 Capwell Drive City/State:Oakland, CA Phone:(510) 639-1915		90.80%		1 2 3 4
Company: Address: City/State:Oakland, CA Phone:(510)				1 2 3 4
Company: Address: City/State:Oakland, CA Phone:(510)				1 2 3 4

TOTAL PARTICIPATION	0.00%	90.80%	0.00%	90.80%
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APPROVAL- LBU Compliance Officer

DOCUMENT 00 41 13

BID FORM

To: Governing Board of _____ Education / Oakland Unified School District ("District" or "Owner")

From: MAR CON CO
(Proper Name of Bidder)

DIR 10 Digit Registration No. 1000005607

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 13198-1

PROJECT: Oakland Technical HS Site Accessibility Improvements

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

**Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.

<u>Thirty Four Thousand Eight Hundred Dollars and 00/100xx</u> Dollars	\$ <u>34,800.00</u>
BASE BID Amount	
<u>Five Thousand Dollars</u>	\$ <u>5,000.00</u>
Contingency Allowance Amount	
<u>Thirty Nine Thousand Eight Hundred Dollars and 00/100xx</u> dollars	\$ <u>39,800.00</u>
TOTAL BID Amount	

Allowance(s). The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

1 **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
 - The liquidated damages clause of the General Conditions and Agreement.
 - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.
 - The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
 - The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit
 - Iran Contracting Act Certification
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input checked="" type="checkbox"/>	Or check here if no addenda were issued

9. License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
12. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

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

Dated this 26 day of January 20 16

Name of Bidder MAR CON CO.

Type of Organization General Construction

Signed by 

Title of Signer Owner

Address of Bidder 8135 Capwell Drive, Oakland, CA 94612

Taxpayer's Identification No. of Bidder 45-5166744

Telephone Number (510) 639-1914

Fax Number (510) 639-1915

E-mail Marco@MarConCompany.com Web page www.MarConCompany.com

Contractor's License No(s): No.: 829636 Class: B, C-15 Expiration Date: 12/31/2017

No.: _____ Class: C-6, C-9 Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

CONTINGENCY ALLOWANCE

1. Contingency Allowance Amount

- a. Include in the Contract Price a contingency allowance in the amount of

Five thousand dollars \$ 5,000.00

2. Expenditure of contingency allowance

- a. This standard contingency is included for additional unforeseen conditions, including, but not limited to, asbestos removal and dry rot repairs. The degree of unknown conditions and will be higher for renovations in older school buildings and in buildings with complicated site conditions.

The District anticipates using the contingency allowance to pay for some or all extra cost changes in the Work.

- b. Expenditures from the contingency allowance, if any, are authorized and valued as changes in the Work, as specified in the General Conditions of Contract, Section 00700, Article 7.02. The District determines which changes in the Work are paid for from the contingency allowance. The District shall process expenditures from the contingency allowance in the form of an Allowance Expenditure Directive ("AED"). Please refer to Section 00700, Article 7.02 D. regarding Contractor's markup for overhead and profit for work performed under an AED.

3. Adjustment of contract price

- a. Upon completion of the Work, the Contract Price is adjusted by credit change order to provide for the difference, if any, between the total amount of authorized expenditures from the contingency allowance and the original amount of the contingency allowance. The Contractor is not entitled to all or any part of the unexpended balance of the contingency allowance.

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND (SECURITY)

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, MARCON CO. as Principal ("Principal"),

and INDEMNITY COMPANY OF CALIFORNIA as Surety ("Surety"),
a corporation organized and existing under and by virtue of the laws of the State of CALIFORNIA

and authorized to do business as a surety in the State of California, are held and firmly bound unto the

Oakland Unified School
District ("District")

of OAKLAND Alameda County, State of California as Obligee, in the sum of

NOT TO EXCEED 10% OF THE BID AMOUNT (\$ 10% OF THE BID AMT.)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Oakland Technical High School
Site Accessibility Improvements
Project No. 13198-1
October 8, 2015

BID BOND
DOCUMENT 00 43 13-

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 25TH day of JANUARY, 2016.

MARCON CO.

Principal

By 

INDEMNITY COMPANY OF CALIFORNIA

Surety

By  ERIN JOHNSON, ATTORNEY-IN-FACT

EDGLWOOD PARTNERS INSURANCE CENTER

Name of California Agent of Surety

2381 EL CAMINO AVE., SACRAMENTO, CA 95821

Address of California Agent of Surety

916 481 8108

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Indemnity Company of California

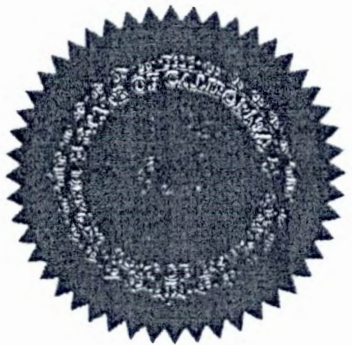
of California, organized under the laws of California, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Marine, Surety, Liability, and Automobile

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

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

IN WITNESS WHEREOF, effective as of the 10th day of April, 2013,
I have hereunto set my hand and caused my official seal to be affixed
this 10th day of April, 2013.



Dave Jones
Insurance Commissioner

By

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

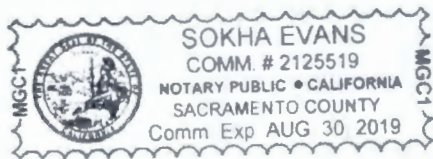
STATE OF CALIFORNIA

County of Sacramento }

On 1/25/10 before me, Sokha Evans, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Erin Johnson

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Erin Johnson

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Erin Johnson, Kevin J. Valine, Sandy Black, Sharon J. Rusconi, R.W. Reynolds, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2015.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 25th day of January, 2015

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Oakland Technical High School - Site Accessibility (Project Name)

PROJECT NO: 13198-1 BIDDER'S NAME MAR CON CO.

DIR 10 Digit Registration No: 1000005607

1. Bidder must list hereinafter the name, location, and the California contractor license number of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.
7. **DVBE.** Bidder must indicate which, if any, of these subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.

Subcontractor Name: Golden Bay Fence Location: Stockton

Scope of Work: Chain Link Gate If DVBE, Percent of Work: _____ %

California Contractor License Number: 664905

DIR Registration Number: 1000000720

Subcontractor Name: _____ Location: _____

OAKLAND UNIFIED SCHOOL DISTRICT
Oakland Technical High School
Site Accessibility Improvements
Project No. 13198-1
October 8, 2015

DESIGNATED SUBCONTRACTORS LIST
DOCUMENT 00 43 36-1

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

DIR Registration Number: _____

Subcontractor Name: _____ **Location:** _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

DIR Registration Number: _____

Subcontractor Name: _____ **Location:** _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

DIR Registration Number: _____

Subcontractor Name: _____ **Location:** _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

DIR Registration Number: _____

Subcontractor Name: _____ **Location:** _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

DIR Registration Number: _____

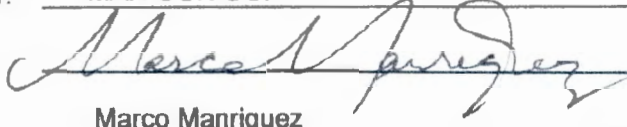
Subcontractor Name: _____ **Location:** _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

DIR Registration Number: _____

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: 1/26/16
Proper Name of Bidder: MAR CON CO.
Signature: 
Print Name: Marco Manriquez
Title: Owner

END OF DOCUMENT

DOCUMENT 00 45 01

SITE-VISIT CERTIFICATION

PROJECT: Oakland Technical HS – Site Accessibility Improvements
PROJECT NO: 13198-1

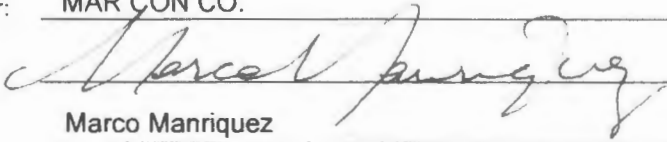
Check whichever option applies:

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

I certify that Moises Rojas (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 relieves and releases the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any liability for any monetary or other damage(s) 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: 1/26/16
Proper Name of Bidder: MAR CON CO.
Signature: 
Print Name: Marco Manriquez
Title: President

END OF DOCUMENT

DOCUMENT 00 45 19

NONCOLLUSION AFFIDAVIT

Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Owner [PRINT YOUR TITLE]

of Marco Manriquez [PRINT FIRM NAME]

the party making the foregoing Contract.

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 the following date:

Date: 1/26/16

Proper Name of Bidder: MAR CON CO.

City, State: Oakland, California

Signature: 

Print Name: Marco Manriquez

Title: Owner

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

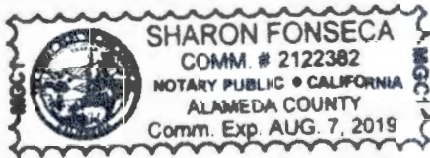
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On January 26, 2016 before me, Sharon Fonseca, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Marco A. Manriquez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Sharon Fonseca
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

DOCUMENT 00 45 22

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: 13198-1 between Oakland Unified School District (the "District" or the "Owner") and MAR CON CO. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

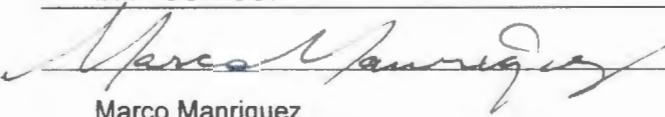
Bidder shall complete **ONLY ONE** of the following two paragraphs.

1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).
- OR**
2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OR**
3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: 1/26/16

Proper Name of Contractor: MAR CON CO.

Signature: 

Print Name: Marco Manriquez

Title: Owner

END OF DOCUMENT



DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT

January 29, 2016

Marco Manriquez
MAR CON CO.
8135 Capwell Drive
Oakland, CA 94612

**Re: Oakland Unified School District
Oakland Technical High School Site Accessibility
Project No. 13198-1
Notice of Intent to Award**

Dear Mr. Manriquez:

This letter shall serve as **Notice of Intent to Award** the Construction Contract pending approval by the Board of Education, of your contract with the Oakland Unified School District based on your bid submitted on **January 27, 2016** in the amount of **\$39,800**.

Upon Board action, we will forward to your office the agreement and optional "Escrow Agreement In Lieu of Retention" forms for processing. Upon receipt, should you find these forms acceptable, please sign and return all copies to OUSD for execution.

In order to issue your contract and Notice to Proceed, the following documents need to be submitted **within seven, (7) calendar days**, by **February 11, 2016** to: **Saya Nhim**, Project Manager for this project, at Oakland Unified School District, 955 High Street, Oakland, CA 94601:

- a. Performance Bond (Admitted in California) with a penal sum of one hundred percent (100%) of the value of the total cost of the project.
- b. Payment Bond (Admitted in California) with a penal sum of one hundred percent (100%) of the value of the total cost of the project.
- c. Local contact for Surety, with name, phone number, and address to which legal notices may be sent.)
- d. Certificates of Insurance (Admitted in California)
 - i. Public Liability Insurance, including Comprehensive General Liability Liability Insurance as outlined in the General Conditions.
 - ii. Worker's Compensation Insurance, as outlined in the General Conditions.
 - iii. Automobile Liability Insurance Policy as outlined in the General Conditions.
 - iv. Builders Risk Insurance
 - i.) and iii.) Name Oakland Unified School District and Project Manager as Additional Insured and reference the specific project on the certificates for items a. through d., listed above.
 - iv.) Name Oakland Unified School District as loss payee. All certificates must give thirty, (30) days notice to Oakland Unified School District of insurance policy cancellation or reduction in coverage.

- e. Provide confirmation by **MAR CON CO.** and by all of **MAR CON CO.**'s subcontractors to the OUSD Project Labor Agreement - (PLA), by return of the Letter of Assent , to *Davillier- Sloan, Inc.*

MAR CON CO. will provide an original, signed copy of the Letter Assent for themselves and their subcontractors to:

OUSD PLA Administration:
Regional Labor Relations Manager
Maribel Alejandre
Davillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607
(510) 835-7603
Fax: (510) 835-7613
maribel@davillier-sloan.com

MAR CON CO. will also provide an original signed copy of their Letter of

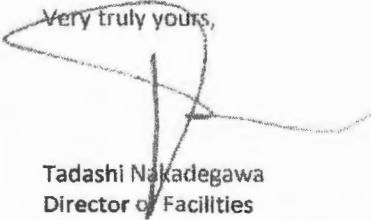
Assent to:

Saya Nhim, Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland CA 94601

Time is of the essence for this project, so please expedite the delivery of the above listed documents. These documents must be received and a contract must be executed before a "Notice to Proceed" can be issued.

If you have any questions, please feel free to give the **Saya Nhim**, Project Manager, a call at (510)798-0446.

Very truly yours,



Tadashi Nakadegawa
Director of Facilities
Division of Facilities Planning and Management

TN: sn

cc: Maria Denney, SGI CM, Deputy Program Manager
Susie Butler-Berkley, OUSD Contract Administrator
Pamila Henderson, OUSD Labor Management
Shonda Scott, OUSD LBE Compliance

Bond Number: 704635P

Premium: \$995.00

DOCUMENT 00 61 14

PERFORMANCE BOND (100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Oakland Technical High School Site Accessibility; Project No. I3I98-I (Project Name)
("Project" or "Contract")

which Contract dated February 17, 2016, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and Indemnity Company of California ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Thirty-Nine Thousand, Eight Hundred and No/100***** DOLLARS

(\$ 39,800.00*****), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Oakland Technical High School
Site Accessibility Improvements
Project No. 13198-1
October 8, 2015

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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

FACILITIES MGMT
23FEB'16PM1:48

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder 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 Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Indemnity Company of California

1610 Arden Way, Ste. 299, Sacramento, CA 95815

Attention: Peggy Roy

Telephone No.: (916) 924 -8655

Fax No.: (916) 924 -6749

E-mail Address: Peggy.Roy@amtrustgroup.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 19th day of February, 2016.

Principal

Marcon Co.
(Name of Principal)

(Signature of Person with Authority)

(Print Name)

Surety

Indemnity Company of California
(Name of Surety)


(Signature of Person with Authority)

Erin Johnson
(Print Name)

Edgewood Partners Insurance Center
(Name of California Agent of Surety)

2381 El Camino Avenue, Sacramento, CA 94821
(Address of California Agent of Surety)

916-481-8108
(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Oakland Technical High School
Site Accessibility Improvements
Project No. 13198-1
October 8, 2015

PERFORMANCE BOND
DOCUMENT 00 61 14-2

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Indemnity Company of California

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

Marine, Surety, Liability, and Automobile

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

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

IN WITNESS WHEREOF, *effective as of the 10th day of April, 2013,*
I have hereunto set my hand and caused my official seal to be affixed
this 10th day of April, 2013.



Dave Jones
Insurance Commissioner

Valerie [Signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento }

On 2/19/16 before me, Sokha Evans, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Erin Johnson

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Erin Johnson

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing:
Indemnity Company of
California/Developers Surety
and Indemnity Company

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing:

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Erin Johnson, Kevin J. Valine, Sandy Black, Sharon J. Rusconi, R.W. Reynolds, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 19th day of February, 2010

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

Bond Number: 704625P

DOCUMENT 00 61 15

Premium: Included

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the _____ Oakland Unified School District, (or "District") and Marcon Co., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Oakland Technical High School Site Accessibility; Project No. I3I98-I (Project Name)
("Project" or "Contract")

which Contract dated February 17, 2016, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and Indemnity Company of California, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

Thirty-Nine Thousand, Eight Hundred and No/100***** DOLLARS

(\$ 39,800.00*****), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its

OAKLAND UNIFIED SCHOOL DISTRICT
Oakland Technical High School
Site Accessibility Improvements
Project No. 13198-1
October 8, 2015

PAYMENT BOND
DOCUMENT 00 61 15 -1

obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 19th day of February, 20 16.

Principal

Marcon Co.

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

Surety

Indemnity Company of California

(Name of Surety)

Erin Johnson
(Signature of Person with Authority)

Erin Johnson

(Print Name)

Edgewood Partners Insurance Center

(Name of California Agent of Surety)

2381 El Camino Avenue, Sacramento, CA 95821

(Address of California Agent of Surety)

(916) 481-8108

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Indemnity Company of California

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

Marine, Surety, Liability, and Automobile

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

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

IN WITNESS WHEREOF, *effective as of the 10th day of April, 2013,*
I have hereunto set my hand and caused my official seal to be affixed
this 10th day of April, 2013.



Dave Jones
Insurance Commissioner

Valerie [Signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

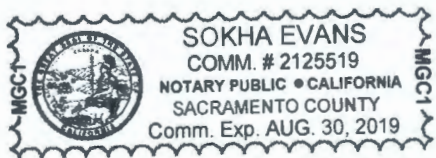
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Sacramento }

On 2/19/16 before me, Sokha Evans, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Erin Johnson
Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature Sokha Evans
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Erin Johnson

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing:
Indemnity Company of
California/Developers Surety
and Indemnity Company

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing:

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Erin Johnson, Kevin J. Valine, Sandy Black, Sharon J. Rusconi, R.W. Reynolds, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 19th day of February, 2016

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

MARCO-1

OP ID: JB

DATE (MM/DD/YYYY)

02/16/2016

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 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).

PRODUCER Associated Insurance Services, 600 Hampshire Rd., #150 Westlake Village, CA 91361 Tim McClain	CONTACT NAME: Jennifer Kight PHONE (A/C, No, Ext): 805-495-4634 E-MAIL ADDRESS: jennifer@insureservice.com	FAX (A/C, No): 805-494-0781
	INSURER(S) AFFORDING COVERAGE	
INSURED Mar Con Co. 8135 Capwell Dr. Oakland, CA 94621	INSURER A: Landmark American Insurance Co	NAIC # 33138
	INSURER B: The State Comp. Ins. Fund	35076
	INSURER C: United Fire Group	
	INSURER D:	
	INSURER E:	

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	ADDD SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	LHA138195	04/02/2015	04/02/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		27303412	04/02/2015	04/02/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	9054061-2015	05/05/2015	05/05/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

Job: OUSD Oakland Technical High School Site Accessibility Project No. 13198-1. Oakland Unified Sschool District, SGI Construction Management (Construction Manager), their agents, representatives and employees are included as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

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

This Endorsement Changes The Policy. Please Read It Carefully.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

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

However, the insurance afforded to such additional insured described above:

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraphs 1. and 2. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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

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

This endorsement effective 4/2/2015
forms part of Policy Number LHA138195
issued to Mar Con Co
by Landmark American Insurance Company

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

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

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

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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, the following is added to Section III – Limits Of Insurance:

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2015

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 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).

PRODUCER Arash Hatambeiki 38 Quail Ct, Ste#202 Walnut Creek, CA 94596	CONTACT NAME: PHONE (A/C, No, Ext): 925-979-5592		FAX (A/C, No):
	E-MAIL ADDRESS: ahatabeiki@farmersagent.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED MANRIQUEZ, MARCO 8135 CAPWELL DR OAKLAND CA 94621	INSURER A: Truck Insurance Exchange		21709
	INSURER B: Farmers Insurance Exchange		21652
	INSURER C: Mid Century Insurance Company		21687
	INSURER D:		
	INSURER E:		
INSURER F:			

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 SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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						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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		605417719	11/07/2015	11/07/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

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

Oakland Unified School District , SGI Construction Management (Construction Manager), their agents, representatives and employers are named additional insured.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District 955 High Street OAKLAND CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Arash Hatambeiki
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2016

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 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).

PRODUCER Associated Insurance Services, 600 Hampshire Rd., #150 Westlake Village, CA 91361 Tim McClain	CONTACT NAME: Jennifer Kight PHONE (A/C, No, Ext): 805-495-4634 E-MAIL ADDRESS: jennifer@insureservice.com	FAX (A/C, No): 805-494-0781
	INSURER(S) AFFORDING COVERAGE	
INSURED Mar Con Co. 8135 Capwell Dr. Oakland, CA 94621	INSURER A: Landmark American Insurance Co	NAIC # 33138
	INSURER B: The State Comp. Ins. Fund	NAIC # 35076
	INSURER C: United Fire Group	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		LHA138195	04/02/2015	04/02/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			27303412	04/02/2015	04/02/2016	EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A			9054061-2015	05/05/2015	05/05/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Job: OUSD Oakland Technical High School Site Accessibility Project No. 13198-1. Oakland Unified Sschool District, SGI Construction Management (Construction Manager), their agents, representatives and employees are included as additional insured.

CERTIFICATE HOLDER

CANCELLATION

OAKLAND Oakland Unified School District 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jennifer Kight</i>
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This Endorsement Changes The Policy. Please Read It Carefully.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

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

However, the insurance afforded to such additional insured described above:

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraphs 1. and 2. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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

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

This endorsement effective 4/2/2015
forms part of Policy Number LHA138195
issued to Mar Con Co
by Landmark American Insurance Company

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

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

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

- 1. Required by the contract or agreement described in Paragraph **A.1.**; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW</p>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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, the following is added to **Section III – Limits Of Insurance:**

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.

AWARD OF BID ROUTING FORM

Project Information			
Project Name	Oakland Technical High School <i>Site Accessibility Improvements</i>	Site	305
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information					
Contractor Name	Mar Con Co.	Agency's Contact	Marco Manriquez		
OUSD Vendor ID #	V061945	Title	Contractor		
Street Address	8135 Capwell Drive	City	Oakland	State	CA Zip 94621
Telephone	510-875-8070	Policy Expires	<i>5-5-16</i>		
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 #	<i>13198-1</i>				

Term			
Date Work Will Begin	3-23-16	Date Work Will End By <small>(not more than 5 years from start date)</small>	4-3-16

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$39,800.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	3059905893	6274	\$39,800.00

Approval and Routing (in order of approval steps)				
<small>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.</small>				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities			
	Signature 	Date Approved	<i>5/8/16</i>	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature 	Date Approved	<i>3-8-16</i>	
	Associate Superintendent, Facilities Planning and Management			
3.	Signature 	Date Approved	<i>3-14-16</i>	
	Deputy Superintendent, Business Operations			
4.	Signature 	Date Approved	<i>3-16-16</i>	
	President, Board of Education			
5.	Signature	Date Approved		