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Enactment Number	15-0864
Enactment Date	6-10-15 <i>OA</i>



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools • Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
 By: Mia Settles-Tidwell, Chief Operations Officer *MST*
LJS Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date June 10, 2015

Subject Award of Bid - Mar Con Company - Various Portable Demolition (East Oakland Pride) Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-1131, Award of Bid and Construction Contract on behalf of the District for the Various Portable Demolition (East Oakland Pride) Project to MAR CON COMPANY, 8135 CAPWELL DRIVE, OAKLAND, CA 94621 in the amount of \$432,331.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Sixty (60) Calendar Days, commencing June 10, 2015, and ending on August 13, 2015.

Background The scope of the project includes demolition of eight (8) portable buildings, hazardous material removal, asphalt concrete repaving, subgrade prep chain linked fencing fabric replacement. Work also includes decommissioning, disconnecting and capping off existing utilities.

Discussion The eight portables were surveyed as out of date and in very poor condition which requires high maintenance. The portables are no longer suitable for use while enrollment is dropping off.

LBP (Local Business Participation Percentage) 71.00%

Recommendation Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-1131, Award of Bid and Construction Contract on behalf of the District for the Various Portable Demolition (East Oakland Pride) Project to MAR CON COMPANY, 8135 CAPWELL DRIVE, OAKLAND, CA 94621 in the amount of \$432,331.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Sixty (60) Calendar Days, commencing June 10, 2015, and ending on August 13, 2015.

Fiscal Impact Measure J

Attachments

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



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

RESOLUTION NO. 1415-1131

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
VARIOUS PORTABLE DEMOLITION (EAST OAKLAND PRIDE) PROJECT**

WHEREAS the DISTRICT has heretofore requested bids The scope of the project includes demolition of eight (8) portable buildings, hazardous material removal, asphalt concrete repaving, subgrade prep chain linked fencing fabric replacement. Work also includes decommissioning, disconnecting and capping off existing utilities for the Various Portable Demolition (East Oakland Pride) Project for the Oakland Unified School District of Alameda County, California; and;

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

Contractor:	Location	Bid Amount
Mar Con Company	Oakland, CA	\$432,331.00

and,

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;



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

RESOLUTION NO. 1415-1131

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
VARIOUS PORTABLE DEMOLITION (EAST OAKLAND PRIDE) PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **MAR CON COMPANY**, for the performance of the bid work, in the amount of **FOUR HUNDRED THIRTY-TWO THOUSAND, THREE HUNDRED THIRTY-ONE DOLLARS AND NO CENTS (\$432,331.00)** 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 and they are hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with **MAR CON COMPANY** for the performance of bid work.

Passed by the following vote:

AYES: Roseann Torres, Shanthi Gonzales, Nina Senn, A imee Eng, Jumoke Hinton Hodge, President James Harris

NOES: None

ABSTAINED: None

ABSENT: Vice President Jody London

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on June 10, 2015

Antwan Wilson, Superintendent and
Secretary, Board of Education

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 22nd day of April, 2015, by and between the Oakland Unified School District ("District" or "Owner") and Mar Con Company ("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: Various Portables Demolition Project (East Oakland Pride Site)

PROJECT NO.: 13147

RESOLUTION NUMBER: 1415-1131

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 **Sixty (60)** 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 August 13, 2015.**

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, C-6, C15: 829638 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:

Four hundred twelve thousand, three hundred thirty-three dollars and no cents

(\$412,331.00), (Base Contract Amount)

+ Twenty thousand dollars and no cents

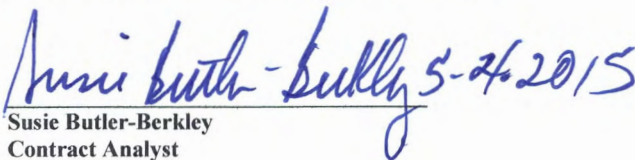
(\$ 20,000.00), (Contingency Allowance Amount)

= Four hundred thirty-two thousand, three hundred thirty-three dollars and no cents

(\$432,331.00), ("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

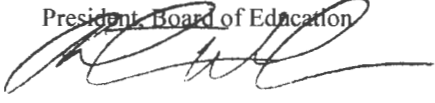
IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: _____, 20__

OAKLAND UNIFIED SCHOOL DISTRICT

By:  _____

Print Name: James Harris

Print Title: ~~President, Board of Education~~


By: _____

Print Name: Antwan Wilson, Superintendent

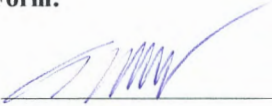
Print Title: Secretary, Board of Education

By:  _____

Print Name: Lance Jackson

Print Title: Interim Deputy Chief
Facilities, Planning and Management

Approved as to Form:

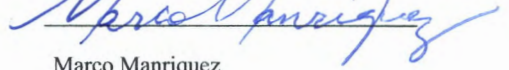
By:  _____

Print Name: Catherine Boskoff

Print Title: Special Facilities Counsel

Dated: April 27 _____, 20__¹⁵

MAR CON, CO. **CONTRACTOR**

By:  _____

Print Name: Marco Manriquez

Print Title: President / CEO


5/28/15

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

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:
East Oakland Pride (Webster Campus); Various Portable Demolition Project.
Project No. 13147; Resolution Number: 1415-0880 (Project Name)
("Project" or "Contract")

which Contract dated April 22, 2015, 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 The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Four Hundred Twenty-Three Thousand, Three Hundred Thirty-One**** DOLLARS

(\$ 423,331.00), 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.

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:

The Ohio Casualty Insurance Company

1001 4th Avenue, #1300, Seattle, WA 98154

Attention: Cara Hubbard

Telephone No.: (206) 473 - 6182

Fax No.: () n/a -

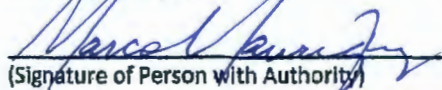
E-mail Address: QuickAccess@LibertyMutual.com

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 1st day of May, 2015.

Principal

Marcon Co.

(Name of Principal)



(Signature of Person with Authority)


MARCO MANRIQUEZ

(Print Name)

Surety

The Ohio Casualty Insurance Company

(Name of Surety)



(Signature of Person with Authority)

Sandy Black

(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

OAKLAND UNIFIED SCHOOL DISTRICT
East Oakland Pride (Webster Campus)
Various Portable Demolition Projects
Project No. 13147
March 12, 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,*

The Ohio Casualty Insurance Company

of New Hampshire, organized under the laws of New Hampshire, 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:

Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Credit,

Sprinkler, Automobile and Miscellaneous

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

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

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 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 5/1/15 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandy Black

Name(s) of Signer(s)

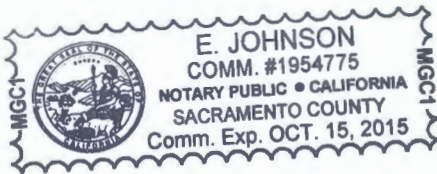
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

Witness my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandy Black

- 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:
Liberty Mutual Insurance
Company / The Ohio
Insurance 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:

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6488915

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sandy Black; Sharon J. Rusconi

all of the city of Sacramento, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of March, 2014.



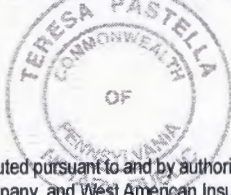
STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

On this 17th day of March, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bond Number: 070019351
Premium included in the
Performance Bond

DOCUMENT 00 61 15

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
East Oakland Pride (Webster Campus); Various Portable Demolition Project.
Project No. 13147; Resolution Number: 1415-0880
_____ (Project Name)
("Project" or "Contract")

which Contract dated April 22, 2015, 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 The Ohio Casualty Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

Four Hundred Twenty-Three Thousand, Three Hundred Thirty-One**** DOLLARS

(\$ 423,331.00), 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 there under shall in any way affect its

OAKLAND UNIFIED SCHOOL DISTRICT
East Oakland Pride (Webster Campus)
Various Portable Demolition Projects
Project No. 13147
March 12, 2015

PAYMENT BOND
DOCUMENT 00 61 15 -1

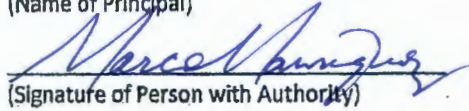
obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

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 1st day of April, 2015.

Principal

Marcon Co.

(Name of Principal)



(Signature of Person with Authority)

MARCO MANRIQUEZ

(Print Name)

Surety

The Ohio Casualty Insurance Company

(Name of Surety)



(Signature of Person with Authority)

Sandy Black

(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

OAKLAND UNIFIED SCHOOL DISTRICT
East Oakland Pride (Webster Campus)
Various Portable Demolition Projects
Project No. 13147
March 12, 2015

PAYMENT BOND
DOCUMENT 00 61 15 -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,*

The Ohio Casualty Insurance Company

of New Hampshire, organized under the laws of New Hampshire, 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:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Automobile and Miscellaneous**

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

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

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 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 5/1/15 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandy Black

Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandy Black

- 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:

Liberty Mutual Insurance
Company / The Ohio
Insurance 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:

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6488916

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sandy Black; Sharon J. Rusconi

all of the city of Sacramento, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of March, 2014.



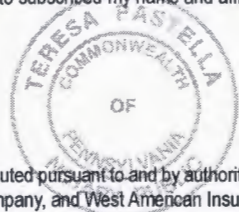
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of March, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of May, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

OUSD FORM 1: METHOD OF COMPLIANCE

DVBE SUBCONTRACTOR/SUPPLIER CONSTRUCTION CONTRACTS. Note: DVBE information is being collected for record keeping and informational purposes only. Such information will not be considered in the award of contract.

DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL. This section is to be completed for all Prime Contractor's bid over \$15,000.00 and for all modifications to that contract. Disabled Veteran Contractors claiming preference and all other Prime Contractors must complete the following and comply with the required percentage of DVBE subcontractors or meet the good effort for bids over \$75,000.

PRIME BIDDER: MAR CON, CO. CONTACT PERSON: Marco Manriquez ADDRESS: 8135 Capwell Drive, Oakland, CA 94621
 PHONE NUMBER: 510 639 1914 FAX NUMBER: 510 639 1915 TOTAL BID: \$412,331.00
 PROJECT NAME OR DESCRIPTION: OUSD-East Oakland Pride Elementary (Webster Campus) Various Portable Demolition Projects

A) List your DVBE subcontractors/suppliers. If the subcontractor has a subordinate subcontractor, list the subordinate on the line following the subcontractor in brackets, e.g. (ABC Painting) and complete the information for both. In the appropriate DVBE column, enter the dollar amount and fill in the Ethnicity Code and Gender Code. If the subcontractor or supplier is a woman and not an ethnic minority, please add a separate page stating this fact.)
 B) Enter the total in Line B for each column
 C) Enter the dollar amount of the bid to be performed by non-DVBE firms.
 D) Enter the dollar amount of the bid to be performed by the Prime Contractor.
 Enter the sum of the column totals in Line B, C and D.

NOTE: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the District's acceptance or rejection of alternates.

LIST DVBE subs/suppliers	BASE BID/PROPOSAL					ALTERNATE #1					ALTERNATE #2				
	DVBE					DVBE					DVBE				
	AA	H	A	NA		AA	H	A	NA		AA	A	H	NA	
	W	W	W	W		W	W	W	W		W	W	W	W	
A. Subcontractor or Supplier, Location	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1.															
2.															
3.															
4.															
5.															
6.															
7.															
8.															
9.															
10.															
B. Subtotal															
C. Other Subcontractor/Supplier					\$233,711.00										
D. Prime Contractor					\$178,620.00										
E. Total Bid					\$412,331.00										

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above DVBE subcontractors and subcontractor's amounts as reflected in the bid documents for this project.

 | Marco Manriquez | President / CEO | April 16 2015
 Owner/Authorized Representative (Signature) (Print) | Title | Date

OUSD FORM 1

	BASE BID/PROPOSAL					ALTERNATE #1					ALTERNATE #2				
	DVBE					DVBE					DVBE				
	AA	A	H	NA		AA	A	H	NA		AA	A	H	NA	
A. Subcontractor or Supplier, Location	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
11.															
12.															
13.															
14.															
15.															
16.															
17.															
18.															
19.															
20.															
B. Subtotal															
C. Other Subcontractor/Supplier															
D. Prime Contractor															
E. Total Bid															

	ALTERNATE #3					ALTERNATE #4					ALTERNATE #5				
	DVBE					DVBE					DVBE				
	AA	A	H	NA		AA	A	H	NA		AA	A	H	NA	
A. Subcontractor or Supplier	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1.															
2.															
3.															
4.															
5.															
6.															
7.															
8.															
9.															
10.															
B. Subtotal															
C. Other Subcontractor/Supplier															
D. Prime Contractor															
E. Total Bid															

ETHNICITY CODES: AA = AFRICAN AMERICAN
A = ASIAN

H = HISPANIC W= WOMAN
NA = NATIVE AMERICAN

**OUSD FORM 2
SUBCONTRACTOR CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION**

To be completed by DVBE Subcontractor/Supplier or Subordinate Subcontractor/Suppliers. DVBE information is collected for record keeping and Informational purposes only.

PART I - IDENTIFICATION INFORMATION (check one)

Subcontractor/Supplier -
A firm directly employed
by a prime contractor.

Subordinate Subcontractor/Supplier
A firm employed by subcontractor/supplier

PRIME SUBCONTRACTOR NAME: MAR CON, CO.

NAME OF FIRM: Not Applicable BUSINESS ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE NUMBER: _____

DISTRICT PROJECT NAME: _____

PART II - DVBE PARTICIPATION *Subcontractors/Suppliers employed by architectural, engineering, environmental, land surveying or construction management firms complete this part after your employer is selected by the School District.*

- A. After reading the Definitions of the reverse side, check the appropriate Business Enterprise designation of or your firm. Enter the dollar amount of the bid/proposal in the applicable Base Bid/Proposal and/or Alternate column(s).
- B. List your DVBE subordinate subcontractor/suppliers: If you need additional space, use a separate page. Check their appropriate Business Enterprise designation. Enter the dollar amount of their bid/proposal in the applicable Base Bid/Proposal and/or Alternate column(s). All those listed must also complete one of these forms.
- C. Enter the non-DVBE dollar amount included in your bid/proposal under the applicable Base Bid/Proposal and/or Alternate column(s).
- D. Enter the Total of the Base Bid/Proposal and each Alternate column(s).

Business Enterprise	DVBE					Base Bid/ \$Proposal	Alternate #1 \$	Alternate #2 \$	Alternate #3 \$	Alternate #4 \$	Alternate #5 \$
	AA	A	H	NA							
A. Your Firm											
B. Subcontractor or Supplier											
C. Non DVBE Participation											
D. Total of Each Column											

PART III - SUBCONTRACTOR/SUPPLIER AND SUBORDINATE SUBCONTRACTOR/SUPPLIER CHECK LIST

Your bid/proposal should contain the following: Copy of your and your subordinate subcontractor's certification of DVBE status.

CERTIFICATION

I, _____ certify that I am this firm's Chief Executive Officer. I am aware of Section 12560 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certification.

 Signature of Chief Executive Officer

 Date

**FORM 3 - Part A
 PRIME BIDDER GOOD FAITH EFFORT WORKSHEET SUMMARY**

This worksheet is to be used to assist the Prime Bidder in meeting DVBE participation goals.

BIDDER NAME	BUSINESS ADDRESS	CITY, STATE, ZIP
TELEPHONE NUMBER	CONTACT PERSON	SCHOOL PROJECT NAME

GENERAL INSTRUCTIONS

This worksheet is to be used to assist you in meeting the DVBE participation goals. If you do not meet the required contract dollar participation percentages of the DVBEs, then the focus of your good faith effort should be to obtain participation in the deficient category(s). You must document compliance on District Form 1 for the business enterprise participation category(s) not addressed on this worksheet. If the specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" you must include this form by the deadline specified on the Invitation for Bid.

PART I - CONTRACTS

Contact must be made with the following to identify DVBE contacts, advertising sources and/or bidders that may be solicited to participate in your contract.

AGENCY	TELEPHONE NO.	DATE CONTACTED	PERSON CONTACTED
1. School District	(510) 835-7603		Jake Sloan

PART II - ADVERTISEMENTS *You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least ten (10) days prior to bid/proposal opening. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include*

that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person and phone number. Attach copies of advertisements.

FOCUS/TRADE PAPER NAME	CHECK ONE		PAPER FOCUSES ON		DATE OF ADVERTISEMENT
	TRADE	FOCUS	FOCUS?		

PART III – DVBE SOLICITATIONS List DVBE that were invited to bid. Indicate their business designation by placing a check in the appropriate column. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list solicitations, please use a separate page.

- | | | |
|---|--|---|
| <p>IF THE DVBE...
was selected to participate</p> <p>was not selected to participate</p> <p>Did not respond to your solicitation</p> | <p>THEN...
check "yes" in the "SELECTED" column and include the applicable dollar amount in Section A of the OUSD Form 2.</p> <p>check "no" in the "SELECTED" column state the reason why in the "REASON NOT SELECTED" column</p> <p>check the "NO RESPONSE" column</p> | <p>AND...
include a completed OUSD Form 2 in your bid proposal</p> |
|---|--|---|

BUSINESS ENTERPRISES CONTACTED	SELECTED				REASON NOT SELECTED
	DVB E	ETHNICI TY	YES	NO	

IMPORTANT NOTE:

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II and III of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION:

I, _____ certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain that facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et. Seq. of the Government Code providing for the imposition of treble damages for making false claims against the State and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certification.

SIGNATURE OF CHIEF EXECUTIVE OFFICER

DATE

**OUSD FORM 3: CONSTRUCTION GOOD FAITH EFFORTS
DVBE INFORMATION**

Each bidder shall submit the following information as back up data for Form 3, pages 1 and 2, to demonstrate that he/she has made Good Faith Efforts to meet the DVBE goal. If the required DVBE bidder's participation goals are not met, and Form 3, pages 1 and 2 with compelling documentation detailing the Good Faith Effort is not submitted, the bid shall be deemed non-responsive and rejected. The documentation required below should include, but is not limited to, proof that:

- 1) The initial Invitations to Bid were provided to listed DVBE firms at least ten (10) calendar days prior to opening of the bid.
- 2) Request for sub-bids adequately specified the scope of work for which sub-bids were requested.
- 3) Documentation of the bidder's efforts to solicit response from the DVBE to whom invitations were extended must indicate performance of positive efforts. (I.e., one telephone call, unanswered, would not be considered adequate positive efforts). Bidders shall provide a statement of response (e.g. written communications, telephone logs, and faxes) to and from DVBE.

Even if bidders' DVBE Subcontractor Method of Compliance Form 1 indicates the DVBE goal will be met, bidders should submit the following information attached to page 1 and 2 of Form 3, to protect their eligibility for the contract. This is important because the submittal of only the DVBE Method of Compliance Form 1 may not provide sufficient qualified DVBE subcontractors or the bidder may not meet the DVBE goals after the submittal is analyzed with the award of alternates.

Please supply the following information:

- 1) The names and dates of all certified DVBE solicited by direct mail or fax for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DVBE were interested, attaching copies of letters and supporting documentation.
- 2) Items of work for which the bidder requested subcontract services supplied by DVBE, the information furnished to interested DVBE describing requirements for the work, and any breakdown of tasks into economically feasible units to facilitate DVBEs participation (only one subcontractor may be listed for a single trade such as plumbing). Where there are DVBEs available for doing portions of the work normally performed by the bidder with his/her own staff, the bidder will be expected to make portions of such work available for DVBEs. The attached form is a sample of documentation needed to support your Good Faith Effort.

OUSD FORM 3 - Part B

GOOD FAITH EFFORT WORKSHEET (Reproduce this page as needed)

PLEASE NOTE: DVBE INFORMATION IS COLLECTED FOR RECORD KEEPING PURPOSES ONLY

The names of DVBE solicited for any of the work indicated which were not accepted, a summary of the bidder's discussions and/or negotiations with them:

Name of Rejected DVBE: Not Applicable

Phone No.: _____ Contact Person: _____

Type of Work: _____

Summary of discussion and/or negotiations, including bid amount if quote was rejected. The fact that the DVBE, sub-bid was not the low bid is not automatic grounds for rejection. The bidder must show that the DVBE was unreasonably high. _____

Assistance that the bidder has extended to reject DVBEs to remedy the deficiency in their sub-bid. If bonding is used as a reason for not accepting a DVBE bid, a complete explanation must be provided to include names and phone numbers of bonding firms contacted by the prime contractor and/or other involved parties. _____

Any additional data to support a demonstration of Good Faith Effort, such as contacts with DVBE assistance agencies; minority and women community organizations; minority and women contractor groups; local, State or Federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority and women business enterprises, if any are available: _____

DOCUMENT 00 52 15

SCHEDULE Z


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

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

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

By signing and submitting this form the prospective lower tier participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.

MAR CON, CO.			
Company Name			
8135 Capwell Drive, Oakland, CA 94621			Marco Manriquez, President / CEO
Address			Type or Print Name
510	639-1914	April 16 2015	
Area Code	Phone	Date	Type or Print Name

Please Note: Prime and Sub-Contractors are required to submit this certification.

END OF DOCUMENT

DOCUMENT 00 52 15

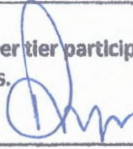
SCHEDULE Z

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

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

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

By signing and submitting this form the prospective lower tier participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.			
Asbestos Management Group of California, Inc. #586844			
Company Name		Signature of Authorized Representative	
2438 Helen Street, Oakland, CA 94607		Brent Bates, President	
Address		Type or Print Name	
510	654-8441		
Area Code	Phone	Date	Type or Print Name

Please Note: Prime and Sub-Contractors are required to submit this certification.

END OF DOCUMENT

DOCUMENT 00 52 15

SCHEDULE Z

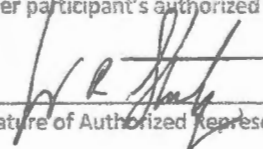
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

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

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

By signing and submitting this form the prospective lower tier participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.

G & S Paving License 961703			
Company Name		Signature of Authorized Representative	
13 Gold Run Court, Oakley, CA 94561 - 3929		Jerry R. Stanley	
Address		Type or Print Name	
925	679-1940	04/16/2015	Jerry R. Stanley
Area Code	Phone	Date	Type or Print Name

Please Note: Prime and Sub-Contractors are required to submit this certification.

END OF DOCUMENT

DOCUMENT 00 52 15

SCHEDULE Z

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

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

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

By signing and submitting this form the prospective lower tier participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.			
Golden Bay Fence plus Iron Works, Inc. #664905			
Company Name		Signature of Authorized Representative	
4104 B Street, Stockton, CA 95206		Paul W. Chavez	
Address		Type or Print Name	
209	944.9754	4/17/2015	President
Area Code	Phone	Date	Type or Print Name

Please Note: Prime and Sub-Contractors are required to submit this certification.

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
East Oakland Pride (Webster Campus)
Various Portable Demolition Projects
Project No. 13147
March 12, 2015

SCHEDULED Z CERTIFICATION
DOCUMENT 00 52 15-1

DOCUMENT 00 52 14

**DEBARMENT AND SUSPENSION CERTIFICATION
PROCUREMENTS Over \$25,000
OAKLAND UNIFIED SCHOOL DISTRICT**

The Bidder, under penalty of perjury, HERE BY certifies that, except as noted below, bidder, its principal, and any named or listed subcontractor on any OUSD:

- Formal Bid Proposals
 - Requests for Proposals
 - Request for Qualifications
-
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency;
 - Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal agency within the past three years;
 - Does not have a proposed debarment pending in any jurisdiction; and
 - Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.


If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

IMPORTANT NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certificate is part of the Proposal or Bid Documents. Signing the Proposal or Bid Form on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: MAR CON, CO.

PRINCIPAL: Marco Manriquez TITLE: President / CEO

SIGNATURE: 

OAKLAND UNIFIED SCHOOL DISTRICT
East Oakland Pride (Webster Campus)
Various Portable Demolition Projects
Project No. 13147
March 12, 2015

DEBARMENT SUSPENSION CERTIFICATION
DOCUMENT 00 52 14

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION
East Oakland Pride Elementary (Webster Campus)

PROJECT/CONTRACT NO.: Various Portable Demolition Projects #13147 between the Oakland Unified School District (the "District" or the "Owner") and MAR CON, CO. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 In relevant part provides:

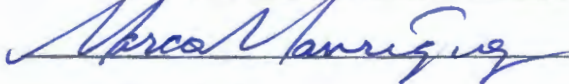
Every employer except the State shall secure the ~~payment of compensation~~ in one or more of the following ways:

- 1 By being insured against liability to pay ~~compensation~~ by one or more insurers duly authorized to write compensation insurance in this state.
- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

Date: 4/30/15

Proper Name of Contractor: MAR CON, CO.

Signature: 

Print Name: Marco Manriquez

Title: President / CEO

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Contract.)

END OF DOCUMENT

DOCUMENT 00 45 50

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

East Oakland Pride Elementary (Webster Campus)

PROJECT/CONTRACT NO.: Various Portable Demolition Projects #13147 between _____ Oakland
Unified School District (the "District" or the "Owner") and MAR CON, CO.
_____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the requirement that it and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

Date: 4/30/15

Proper Name of Contractor: MAR CON, CO.

Signature: *Marco Manriquez*

Print Name: Marco Manriquez

Title: President / CEO

END OF DOCUMENT

DISABLED VETERAN BUSINESS ENTERPRISE

PARTICIPATION CERTIFICATION

East Oakland Pride Elementary (Webster Campus)

PROJECT/CONTRACT NO.: Various Portable Demolition Projects #13147 between _____ Oakland Unified School District (the "District") and _____ MAR CON, CO. _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE(s)") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

Section 2001 of the Public Contract Code requires school districts to require each Bidder to provide in its bid certain information about its Subcontractors. In addition to completing this certification as indicated herein, each Bidder must provide the information related to DVBEs as required in the Designated Subcontractors List.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
 - a) Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - b) Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.
 - ii) The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION REPORT

Contractor Name: MAR CON, CO. Date: _____
 East Oakland Pride Elementary (Webster Campus)
 Project Name: Various Portable Demolition Projects Project Number: 13147

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
Not Applicable		

Add more sheets as needed to include all information for each DVBE

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

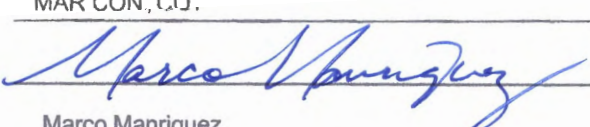
YES _____ NO X

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

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: 4/30/15

Proper Name of Contractor: MAR CON, CO.

Signature: 

Print Name: Marco Manriquez

Title: President / CEO

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
East Oakland Pride (Webster Campus)
Various Portable Demolition Projects
Project No. 13147
March 12, 2015

DVBE PARTICIPATION CERTIFICATION
DOCUMENT 00 45 55-2



MAR CON,CO.

April 24, 2015

Oakland Unified School District
900 High Street
Oakland, CA 94601

Project: 13147

Project Name: East Oakland Pride Elementary (Webster Campus) - Various Portable
Demolition Projects #13147

Regarding: DVBE Participation Report

Subject: 3% Participation Goal not achieved

To Whom It May Concern:

We solicited bid information from DVBE firms listed on the CA.gov Department of
General Services website; however, we did not receive a response to our requests.

Sincerely,

Marco Manriquez, *President / CEO*
MAR CON, Co.

License#: 829636
8135 Capwell Drive
Oakland, CA 94621

PHONE (510) 639-1914
FAX (510) 639-1915
EMAIL Marco@marconcompany.com
CERTIFIED: SLEB, SLBE, LLABE/SBE, SVBE, MBE, DBE, PORT OF OAKLAND

DOCUMENT 00 45 70

HAZARDOUS MATERIALS CERTIFICATION

East Oakland Pride Elementary (Webster Campus)
Various Portable Demolition

PROJECT/CONTRACT NO.: Projects #13147 between Oakland Unified School District (the "District" or the "Owner") and MAR CON, CO ("Contractor" or "Bidder") (the "Contract" or the "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

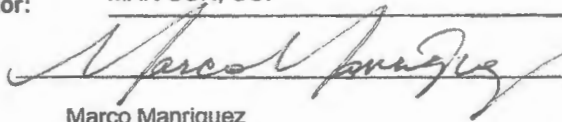
Date:

4/30/15

Proper Name of Contractor:

MAR CON, CO.

Signature:



Print Name:

Marco Manriquez

Title:

President / CEO

END OF DOCUMENT

DOCUMENT 00 45 75

LEAD-BASED MATERIALS CERTIFICATION

East Oakland Pride Elementary (Webster Campus)
Various Portable Demolitions
PROJECT/CONTRACT NO.: Projects - #13147 between Oakland Unified School District (the "District" or the "Owner") and MAR CON. CO. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

1. Lead as a Health Hazard

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

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

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
East Oakland Pride (Webster Campus)
Various Portable Demolition Projects
Project No. 13147
March 12, 2015

LEAD-BASED MATERIALS CERTIFICATION
DOCUMENT 00 45 75-1

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

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

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

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

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

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

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

4. Contractor's Liability

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

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

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

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

The Contractor hereby acknowledges, under penalty of perjury, that it:

1. Has received notification of potential lead-based materials on the District's property;
2. Is knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

The undersigned warrants that he/she has the authority to sign on behalf of and bind the Contractor. The District may require proof of such authority.

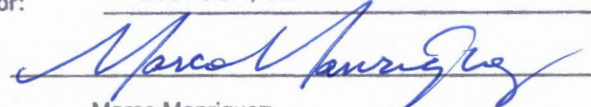
Date:

4/30/15

Proper Name of Contractor:

MAR CON, CO.

Signature:



Print Name:

Marco Manriquez

Title:

President / CEO

END OF DOCUMENT

DOCUMENT 00 45 80

IMPORTED MATERIALS CERTIFICATION

East Oakland Pride Elementary (Webster Campus)

Various Portable Demolition

PROJECT/CONTRACT NO.: Projects - #13147 between Oakland Unified School District (the "District" or the "Owner") and MAR CON, CO. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

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

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

Name of firm ("Firm"): Not Applicable

Mailing address: _____

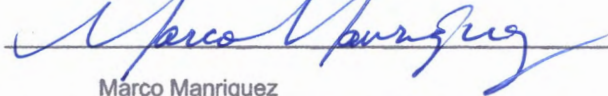
Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

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

Date: 4/30/15

Proper Name of Contractor: MAR CON, CO.

Signature: 

Print Name: Marco Manriquez

Title: President / CEO

END OF DOCUMENT

DOCUMENT 00 45 85

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

East Oakland Pride Elementary (Webster Campu) Various Portable Demolition Projects

PROJECT/CONTRACT NO.: 13147 between _____ the Oakland Unified School District (the "District" or the "Owner") and MAR CON, CO (the "Contractor" or the "Bllder") (the "Contract" or the "Project").

The undersigned does hereby certify to the governing board of the District that:

- (1) He/she is a representative of the Contractor,
- (2) He/she is familiar with the facts herein certified,
- (3) He/she is authorized and qualified to execute this certificate on behalf of Contractor; and
- (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

X Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: Armando Melero

Title: Field Supervisor

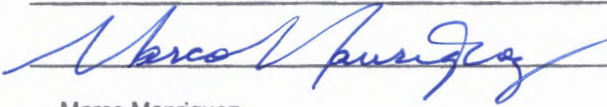
_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 4/30/15

Proper Name of Contractor: MAR CON, CO.

Signature: 

Print Name: Marco Manriquez

Title: President / CEO

END OF DOCUMENT

DOCUMENT 00 45 90

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION (Public Contract Code § 3006)

East Oakland Pride Elementary (Webster Campus)

PROJECT/CONTRACT NO.: Various Portable Demolition Projects #13147 between Oakland Unified School District (the "District" or the "Owner") and MAR CON, CO. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I, _____ [Your Name], _____ [Firm Name]
certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [Your Name], _____ [Firm Name]
certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Your Name], _____ [Firm Name]
have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____
Mailing address: _____
Address of branch office used for this Project: _____
If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

- The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: 4/30/15

Proper Name of Contractor: MAR CON, CO.

Signature: 

Print Name: Marco Manriquez

Title: President / CEO



CERTIFICATE OF LIABILITY INSURANCE

MARCO-1

OP ID: JB

DATE (MM/DD/YYYY)
04/21/2015

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 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	FAX (A/C, No): 805-494-0781
	E-MAIL ADDRESS: jennifer@insureservice.com		
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:		
	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 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 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 \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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	9054061-2014	05/05/2014	05/05/2015	<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)

Certificate holder, SGI Construction Management their agents, representatives and employees are included as additional insured. Job: #13147, OUSD-East Oakland Pride Elementary (Webster Campus) Various portable demolition project.

CERTIFICATE HOLDER	CANCELLATION
OAKLAND	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Oakland Unified School District 955 High Street Oakland, CA 94601	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>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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)

04/21/2015

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: ahatambeiki@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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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	11/07/2014	11/07/2015	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 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	N/A			WC STATU-TORY LIMITS OTH-ER 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



Interoffice Memo

Date: April 20, 2015
 To: Tadashi Nakadegawa, Director of Facilities
 From: Mary Ledezma
 Project Name: **Various Portable Demolition Projects – East Oakland Pride (Webster)**
 Project No.: 13147
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 COMPANY	none	none
Base Bid Amount	\$412,331		
Contingency Allowance	\$20,000		
Total Bid Amount	\$432,331		

Local Business Enterprise Participation: 71.33%

SGI/OUSD recommends the award of the bid to **MAR CON** for a total contract amount of **\$432,331**.

CONSTRUCTION BUDGET: \$375,000 BID SAVINGS: -57,331

RECOMMENDATION: _____ 4/20/2015
 Mary Ledezma - Project Manager Date

ACCEPTANCE: _____
 Tadashi Nakadegawa – Director of Facilities Date

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: EOP Webster Elementary
 Project: Portable Demolition Projects
 Project #: 13147
 Estimate: \$300,000

Date: Thursday, April 16, 2015
 Time: 2:00 PM
 Project Mgr: Mary Ledezma
 Architect: _____

Signature of Witness to Bid

Signature of Bid Opener

Company:	Base Bid:	Required Day of Bid:
Address: <i>Mar Con</i>	Allowance: <i>412,331</i>	Signed Bid Form <input checked="" type="checkbox"/>
City/State: _____	TOTAL:	Addendum Acknow. (1) <input checked="" type="checkbox"/>
Phone: _____	Alternates:	Bid Bond <input checked="" type="checkbox"/>
Fax: _____	<i>432,331</i>	Non-Collusion <input checked="" type="checkbox"/>
	<u>Time Submitted</u> <u>Date Submitted</u>	Iran Contracting Certificatoin <input checked="" type="checkbox"/>
		Site Visit Certification <input checked="" type="checkbox"/>
		Contractor's Sub List <input checked="" type="checkbox"/>
		Required Doc's within 24 hrs
	<u>Time Opened</u> <u>Date Opened</u>	Debarment Suspension & Schd Z
		Local Business Participation Form
		DVBE Forms
Company:		
Address:	Base Bid:	Required Day of Bid:
City/State:	Allowance:	Signed Bid Form
Phone:	TOTAL:	Addendum Acknow.
Fax:	Alternates:	Bid Bond
	<u>Time Submitted</u> <u>Date Submitted</u>	Non-Collusion
		Iran Contracting Certification
		Site Visit Certification
		Contractor's Sub List
		Required Doc's within 24 hrs
	<u>Time Opened</u> <u>Date Opened</u>	Debarment Suspension & Schd Z
		Local Business Participation Form
		DVBE Forms
Company:		
Address:	Base Bid:	Required Day of Bid:
City/State:	Allowance:	Signed Bid Form
Phone:	TOTAL:	Addendum Acknow.
Fax:	Alternates:	Bid Bond
	<u>Time Submitted</u> <u>Date Submitted</u>	Non-Collusion
		Iran Contracting Certification
		Site Visit Certification
		Contractor's Sub List
		Required Doc's within 24 hrs
	<u>Time Opened</u> <u>Date Opened</u>	Debarment Suspension & Schd Z
		Local Business Participation Form
		DVBE Forms
Company:		
Address:	Base Bid:	Required Day of Bid:
City/State:	Allowance:	Signed Bid Form
Phone:	TOTAL:	Addendum Acknow.
Fax:	Alternates:	Bid Bond
	<u>Time Submitted</u> <u>Date Submitted</u>	Non-Collusion
		Iran Contracting Certification
		Site Visit Certification
		Contractor's Sub List
		Required Doc's within 24 hrs
	<u>Time Opened</u> <u>Date Opened</u>	Debarment Suspension & Schd Z
		Local Business Participation Form
		DVBE Forms



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **MAR Con, Co.**

Project: EOP at Webster ES Portables Demolition

Project #:13147

Estimate: \$300,000

Date: Thursday, April 16, 2015

Time: 2:00 pm

Project Mgr: Mary Ledezma

Architect:

Based Bid		\$	412,331.00
Verified Local Business Participation	4.0%	\$	16,493.24
Based Bid W/ LBP Discount		\$	395,837.76

	LBE	SLB	SLBR	COMMENTS:
Company: MAR Con, Co.				1
Address: 8135 Capwell Street				2
City/State: Oakland, CA		43.32%		3
Phone:(510) 639-1914				4
Company: AMG				1
Address: 3438 Helen St.				2
City/State: Oakland, CA		28.01%		3
Phone:(510)654-8441				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone:(510)				4

TOTAL PARTICIPATION	0.00%	71.33%	0.00%	71.33%
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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. 13147**

PROJECT: **East Oakland Pride Elementary School (Webster Campus)
Various Portable Demolition Projects**

("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.**

<i>four hundred twelve thousand</i>	Dollars	<i>three hundred thirty one 00/10000</i> \$ <u>412,331.⁰⁰</u>
BASE BID Amount		
Twenty Thousand		\$20,000.00
Contingency Allowance Amount		
<i>four hundred thirty two thousand</i>	dollars	<i>three hundred thirty one 00/10000</i> \$ <u>432,331.⁰⁰</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.

Additive/Deductive Alternates:

Alternate #1

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

Alternate #1

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

Alternate #3

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

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

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. <u>1</u> , Dated <u>4-3-15</u>	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> 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.

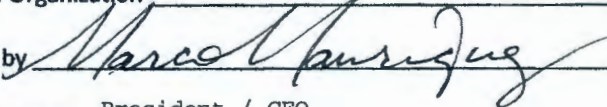
12. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim 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 16th day of April 20 15

Name of Bidder MAR CON, CO.

Type of Organization General Contractor, Sole Proprietor

Signed by  Marco Manriquez

Title of Signer President / CEO

Address of Bidder 8135 Capwell Drive, Oakland, CA 94621

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-6, C15 Expiration Date: 12/31/2015

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Not Applicable

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: East Oakland Pride Elementary (Webster Campus) (Project Name)

PROJECT NO.: 13147 BIDDER'S NAME: MAR CON, CO.

1. Bidder must list hereinafter:

a. The name and location 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;

and

b. The name and location of each prequalified bidder as that term is defined in section 20111.6 of the Public Contract Code. In accordance with Public Contract Code section 20111.6, the following bidders be prequalified on this Project:

- A Contractor with an A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license(s) that intends to bid as a general contractor (prime contractor) directly to the District.
- A Contractor with an A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license(s) that intends to bid as a first-tier subcontractor to a general contractor (prime contractor) that is bidding directly to the District.

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 and subcontractors that are required to be prequalified pursuant to section 20111.6 of the Public Contract Code.
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.

Subcontractor Name: Tyco Simplex Grinnell
Location (City and State): 6952 Preston Ave. ste A
Livermore, CA. 94551

Scope of Work: Safe - off of All Fire Alarm devices
 Subcontractor Name: Golden Bay Fence plus Iron works, Inc.
 Location (City and State): 4101 B street Stockton CA. 95206
 Scope of Work: Fencing
 Subcontractor Name: G + S PAVING
 Location (City and State): 13 Cold Run Court, Oakley, CA, 94501
 Scope of Work: Paving
 Subcontractor Name: AMG
 Location (City and State): 3430 Helen St.
 Scope of Work: Demo Abatement
 Subcontractor Name: _____
 Location (City and State): _____
 Scope of Work: _____
 Subcontractor Name: _____
 Location (City and State): _____
 Scope of Work: _____
 Subcontractor Name: _____
 Location (City and State): _____
 Scope of Work: _____
 Subcontractor Name: _____
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 Scope of Work: _____
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 Scope of Work: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

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Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____


Location (City and State): _____

Scope of Work: _____

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: April 16, 2015 _____

Proper Name of Bidder: MAR CON, CO. _____

Signature:  _____

Print Name: Marco Manriquez _____

Title: President / CEO _____

END OF SECTION



AWARD OF BID ROUTING FORM

Project Information			
Project Name	Various Portable Demolition (EOP)	Site	918
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 Company	Agency's Contact	Marco Manriquez		
OUSD Vendor ID #	V061945	Title	Project Manager		
Street Address	8135 Capwell Drive	City	Oakland	State	CA Zip 94621
Telephone	510-639-1914	Policy Expires	4-2-16		
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No		
OUSD Project #	13147				

Term			
Date Work Will Begin	6-10-2015	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-13-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$432,331.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	9189905892	6175	\$432,331.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities			
Signature	Date Approved			
2.	General Counsel, Department of Facilities Planning and Management			
	Signature			
3.	Interim Deputy Chief, Facilities Planning and Management			
	Signature			
4.	Chief Operations Officer			
	Signature			
5.	President, Board of Education			
	Signature			