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Introduction Date	6-14-2017
Enactment Number	17-0813
Enactment Date	6/14/17



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Devin Dillon, Interim Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *VEH*
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date June 14, 2017 *[Signature]*

Subject Award of Bid Agreement- Mar Con Company - Kaiser Finishing Kitchen Upgrade Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1617 -0153, Award of Bid Agreement and Construction Contract on behalf of the District for the Kaiser Finishing Kitchen Upgrade Project to Oakland, CA., in the amount of \$1, 706,817.00, 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: (240) days Calendar Days, commencing June 15, 2017, and ending on February 12, 2018.

Discussion Services are needed to update existing fire alarm system to meet DSA voice notification standards.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1617 -0153, Award of Bid Agreement and Construction Contract on behalf of the District for the Kaiser Finishing Kitchen Upgrade Project to Oakland, CA., in the amount of \$1, 706,817.00, 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: (240) days Calendar Days, commencing June 15, 2017, and ending on February 12, 2018.

Fiscal Impact Fund 21, Measure J

Attachments

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



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

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Mar Con Company

Project Name: Kaiser Finishing Kitchen Upgrade **Project No.:** 13177

Contract Term: Intended Start: 6/15/2017 Intended End: 2/12/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$1,706,817.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

This vendor was the most responsive bidder and exceeded the local business participation requirements.

Summarize the services this Vendor will be providing.

Scope includes labor and materials to construct a new kitchen addition (800sf) to the existing multi-purpose building plus associated exterior site improvements.

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

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

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

Other, please provide specific exception

3) **Not Applicable - no exception - Project was competitively bid**



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

RESOLUTION NO. 1617 - 0153

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

WHEREAS, the District has heretofore requested bids, which includes labor and materials to construct a new kitchen addition (800sf) to the existing multi-purpose building plus associated exterior site improvements.

WHEREAS, three (3) bids were received via Division of Facilities Planning and Management in response to the said request as follows, and

Contractor:	Location	Bid Amount
Mar Con Company	Concord, CA	\$1,706,817.00
Bay Construction	Oakland, CA	\$1,915,000.00
JUV, Inc.	Oakland, CA	\$2,147,000.00

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

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **MAR CON COMPANY** for the performance of the bid work, in the amount of **ONE MILLION, SEVEN HUNDRED SIX THOUSAND, EIGHT HUNDRED, SEVENTEEN DOLLARS AND NO CENTS (\$1,706,817.00)** shall be and is hereby accepted; all other bids are rejected, if any; and

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



OAKLAND UNIFIED
SCHOOL DISTRICT

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

RESOLUTION NO. 1617 -0153

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

Page 2 of 2

Passed by the following vote:


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

NOES: None

ABSTAINED: None

ABSENT: None

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 14, 2017.


Devin Dillon, Superintendent and
Secretary, Board of Education

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **25th** day of **April, 2017**, 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: **Kaiser Finishing Kitchen Upgrade**

PROJECT NO.: **13177**

RESOLUTION NUMBER: **1617 - 0153**

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 **240** consecutive calendar days (“Contract Time”) **commencing June 15, 2017, and concluding no later than February 12, 2018**, 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.

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 A & B Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

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

One million, six hundred thirty-one thousand, eight hundred, seventeen dollars and no cents

(\$1,631,817.00 (Base Contract Amount)

+ **\$Seventy-five thousand dollars**

(\$75,000.00), (Contingency Allowance Amount)

= **One million, seven hundred six thousand, eight hundred, seventeen dollars and no cents**

(\$ 1,706,817.00), (“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: 6/14/17, 20

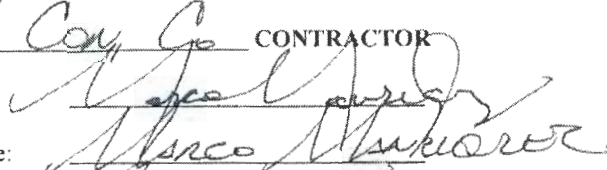
OAKLAND UNIFIED SCHOOL DISTRICT

By: 

Print Name: James Harris
Print Title: President, Board of Education

Dated: 5/1/17, 20

MAR CON CO CONTRACTOR

By: 

Print Name: Marco Markovet
Print Title: PRESIDENT

By: 

Print Name: Devin Dillon, Interim Superintendent
Print Title: Secretary, Board of Education

By: 

Print Name: Joe Dominguez
Print Title: Deputy Chief, of Facilities, Planning and Management

Approved as to Form:

By: 

Print Name: Marion McWilliams
Print Title: ~~Special Facilities~~ Counsel
General

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

END OF DOCUMENT

**BYLAWS OF
MAR CON BUILDERS INC**

(A California Corporation)

ARTICLE I OFFICE

SECTION 1.1 PRINCIPAL EXECUTIVE OFFICE

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

SECTION 1.2 BRANCH OFFICES

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

SECTION 1.3 REGISTERED AGENT

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

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

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

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

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

SECTION 2.5 SPECIAL MEETINGS OF SHAREHOLDERS

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

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

SECTION 2.6 LIST OF SHAREHOLDERS

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

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

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

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

SECTION 2.10

QUORUM

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

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

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

SECTION 2.11

VOTING

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

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

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

SECTION 2.13

PROXIES

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

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

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

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

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

SECTION 2.14

SHAREHOLDERS' AGREEMENT

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

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

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

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

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

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

SECTION 3.5 REMOVAL OF DIRECTORS

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

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

SECTION 3.6 NOTICE, PLACE, AND MANNER OF MEETING

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

SECTION 3.10

COMPENSATION

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

ARTICLE IV OFFICERS

SECTION 4.1 OFFICERS

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

SECTION 4.2 ELECTION

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

SECTION 4.3 REMOVAL AND RESIGNATION OF OFFICERS

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

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

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

SECTION 4.9 TREASURER

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

SECTION 4.10 SALARIES

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

ARTICLE VI RECORDS AND REPORTS

SECTION 6.1 *RIGHTS TO INSPECTION*

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

SECTION 6.2 *RECORDS AND BOOKS*

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

SECTION 6.3 *INSPECTION BY SHAREHOLDERS*

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

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

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

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

SECTION 6.4 *INSPECTION BY DIRECTORS*

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

ARTICLE VII CERTIFICATES AND TRANSFERS OF SHARES

SECTION 7.1 CERTIFICATES FOR SHARES

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

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

SECTION 7.2 TRANSFER OF SHARES

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

SECTION 7.3 LOST OR DESTROYED CERTIFICATES FOR SHARES

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

ARTICLES VIII AMENDMENT OF ARTICLES

SECTION 8.1 AMENDMENT OF ARTICLES

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

SECTION 8.2 AMENDMENT BEFORE SHARES ISSUED

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

SECTION 8.3 AMENDMENT AFTER SHARES ISSUED

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

SECTION 8.4 AMENDMENT BY INCORPORATOR

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

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

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

ARTICLES IX SALES OF ASSETS

SECTION 9.1 ASSETS APPROVED BY THE BOARD

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

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

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

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

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

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

ARTICLES XII

DISSOLUTION

SECTION 12.1

DISSOLUTION BY SHAREHOLDERS

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

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

SECTION 12.2

DISSOLUTION BY INCORPORATORS

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

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

ARTICLE XIII MISCELLANEOUS

SECTION 13.1 ACCOUNTING YEAR

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

SECTION 13.2 SUBSIDIARY CORPORATIONS

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

SECTION 13.3 MISCELLANEOUS

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Kasier Elementary School Finishing Kitchen/13177 between the Oakland Unified School District (the "District" or the "Owner") and Mar Con Builders, Inc. (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: 4/17/17

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President

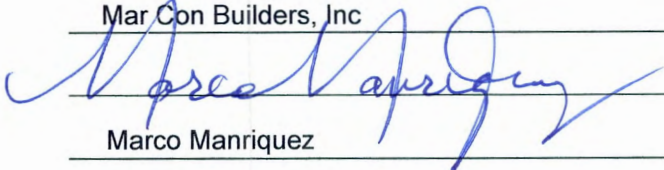
(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Contract.)

END OF DOCUMENT

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

Date: 04/17/17

Proper Name of Contractor: Mar Con Builders, Inc

Signature: 

Print Name: Marco Manriquez

Title: President

END OF DOCUMENT

DOCUMENT 00 45 65

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: Kaiser Finishing Kitchen/ 13177 between Oakland Unified School District (the "District" or the "Owner") and Mar Con Builders, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

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

Date: 04/17/17

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President

END OF DOCUMENT

DOCUMENT 00 45 70

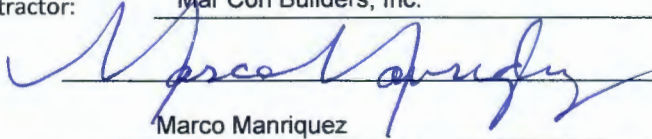
HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Kaiser Finishing Kitchen/ 13177 between Oakland Unified School District (the "District" or the "Owner") and Mar Con Builders, Inc ("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: 04/17/17

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President

END OF DOCUMENT

DOCUMENT 00 45 75

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Kaiser Finishing Kitchen/ 13177 between Oakland Unified School District (the "District" or the "Owner") and Mar Con Builders, Inc. (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.

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: 04/17/17

Proper Name of Contractor: Mar Con Builders, Inc

Signature: 

Print Name: Marco Manriquez

Title: President

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Kaiser Finishing Kitchen/ 13177 between Oakland Unified School District (the "District" or the "Owner") and Mar Con Builders, Inc (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"): Bee green Recycling Supply

Mailing address: 725 Julie Ann Way, Oakland, CA 94621

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: 04/17/17

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: [Handwritten Signature]

Print Name: Marco Manriquez

Title: President

END OF DOCUMENT

DOCUMENT 00 45 85

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

Kaiser Finishing Kitchen/ 13177
PROJECT/CONTRACT NO.: _____ between _____ the Oakland Unified School District (the "District" or the "Owner") and Mar Con Builders, Inc. (the "Contractor" or the "Bidder") (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

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 Malero

Title: Foreman

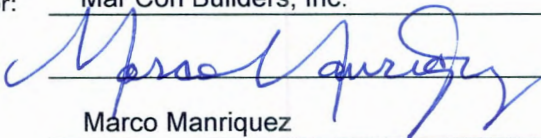
_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

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: 04/17/17

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President

END OF DOCUMENT

END OF DOCUMENT

DOCUMENT 00 45 90

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

PROJECT/CONTRACT NO.: Kaiser Finishing Kitchen/ 13177 between Oakland Unified School District (the "District" or the "Owner") and Mar Con Builders, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I, Marco Manriquez [Your Name], Mar Con Builders, Inc. [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, Marco Manriques [Your Name], Mar Con Builders, Inc. [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.

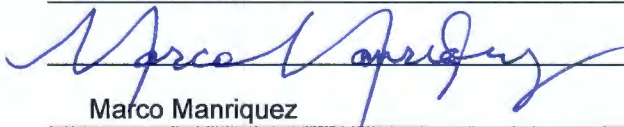
I, Marco Manriquez [Your Name], Mar Con Builders, Inc. [Firm Name] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

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: 04/17/17
Proper Name of Contractor: Mar Con Builders, Inc.
Signature: 
Print Name: Marco Manriquez
Title: President

DOCUMENT 00 45 19

**NONCOLLUSION AFFIDAVIT
Public Contract Code § 7106**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President [PRINT YOUR TITLE]

of Mar Con Builders, Inc. [PRINT FIRM NAME],

the party making the foregoing Contract.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: 4/12/17

Proper Name of Bidder: Mar Con Builders, Inc.

City, State: Oakland, CA

Signature: 

Print Name: Marco Manriquez

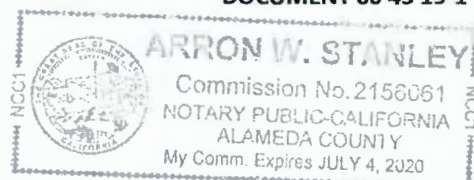
Title: President

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT

OAKLAND UNIFIEDSCHOOL DISTRICT
Kaiser Finishing Kitchen Project
Project No. 13177
March 1, 2017

NONCOLLUSION AFFIDAVIT
DOCUMENT 00 45 19-1



See CA ACTS

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Alameda }

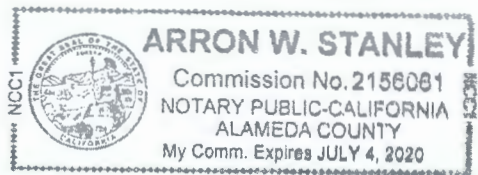
On 4-11-2017 before me, ARRON W. STANLEY ^{NOTARY PUBLIC}
(Here insert name and title of the officer)

personally appeared MARCO MARIQUEZ,
 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.

Arron W. Stanley
 Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

DOCUMENT 00 45 22

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: Kaiser ES - Finishing Kitchen/ 13177 between Oakland Unified School District (the "District" or the "Owner") and Mar Con Builders, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).

OR

2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

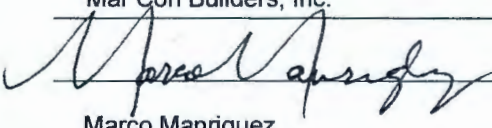
OR

3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

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

Date: 4/12/17

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President

END OF DOCUMENT

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 Mar Con Builders, Inc., dba Mar Con Co., A California Corporation, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Kaiser Finishing Kitchen Project; Project No. 13177 (Project Name)
("Project" or "Contract")

which Contract dated April 25, 2017, 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 Developers Surety and Indemnity 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:

One Million, Seven Hundred Six Thousand, Eight Hundred Seventeen***** DOLLARS

(\$ 1,706,817.00*****), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

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.

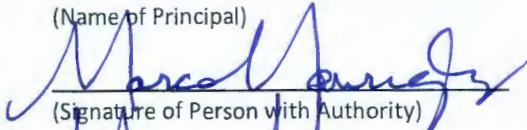
IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ___ 9th ___ day of ___ May ___, 20 17.

Principal

Mar Con Builders, Inc., dba Mar Con Co.,

A California Corporation

(Name of Principal)



(Signature of Person with Authority)

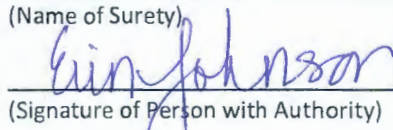
Marcel Sanchez

(Print Name)

Surety

Developers Surety and Indemnity Company

(Name of Surety)



(Signature of Person with Authority)

Erin Johnson, Attorney-in-Fact

(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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

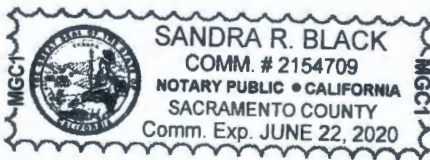
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Sacramento }

On 5/9/17 before me, Sandra R. Black, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

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



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

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

Witness my hand and official seal.

Signature [Handwritten 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: Erin Johnson

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

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

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing:

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

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

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

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

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

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

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

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



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

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 9th day of May, 2017

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



DOCUMENT 00 61 14

Bond Number: 705580P

Premium: \$20,568.00

PERFORMANCE BOND (100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

Mar Con Builders, Inc. dba
Mar Con Co., A California

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and Corporation
_____, ("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:

Kaiser Finishing Kitchen Project; Project No. 13177 (Project Name)

("Project" or "Contract")

which Contract dated April 25, 20 17, 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 Developers Surety and Indemnity Company ("Surety") are held and
firmly bound unto the Board of the District in the penal sum of:

One Million, Seven Hundred Six Thousand, Eight Hundred Seventeen***** DOLLARS

(\$ 1,706,817.00*****), lawful money of the United States, for the payment of which sum well and
truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and
severally, firmly by these presents, to:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Kaiser Finishing Kitchen Project
Project No. 13177
March 1, 2017

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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:

Developers Surety and Indemnity Company

1610 Arden Way, #299, Sacramento, CA 95815

Attention: Peggy Roy

Telephone No.: (916) 924 - 8655

Fax No.: (916) 924 - 6749

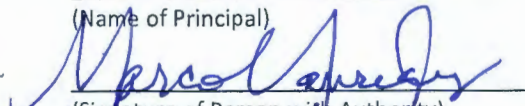
E-mail Address: Peggy.Roy@amtrustgroup.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 9th day of May, 20 17.

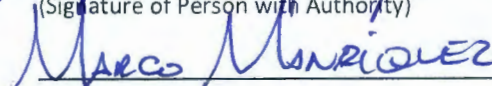
Principal

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

(Name of Principal)



(Signature of Person with Authority)

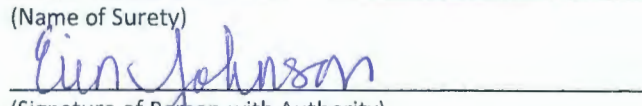


(Print Name)

Surety

Developers Surety and Indemnity Company

(Name of Surety)



(Signature of Person with Authority)

Erin Johnson, Attorney-in-Fact

(Print Name)

Edgewood Partners Insurance Center

(Name of California Agent of Surety)

2381 El Camino Avenue, Sacramento, CA 94821

(Address of California Agent of Surety)

(916) 481-8108

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Kaiser Finishing Kitchen Project
Project No. 13177
March 1, 2017

PERFORMANCE BOND
DOCUMENT 00 61 14-2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

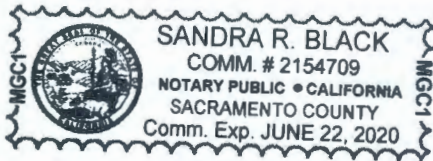
STATE OF CALIFORNIA

County of Sacramento }

On 5/9/17 before me, Sandra R. Black, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Erin Johnson

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Erin Johnson

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

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

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing:

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

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

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

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

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

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

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

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



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

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 9th day of May, 2017

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



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Mar Con Company
 Project: Kaiser ES Finishing Kitchen
 Project #:13177
 Estimate: \$1,500,000

Date: Wednesday, April 12, 2017
 Time: 2:00 pm
 Project Mgr: Mary Ledezma
 Architect: Byrens Kim Design Works

LBU Credit Based on Policy:
70.0%

Based Bid		\$	1,631,817.00
Verified Local Business Participation	4.0%	\$	65,272.68
Based Bid W/ LBP Discount		\$	1,566,544.32

This firm meets the minimum 50% LBU requirement and receives 4% bid discount toward its based bid

	LBE	SLB	SLBR	COMMENTS:
Company: Mar Con Company				1
Address: 8108 Capwell Drive				2
City/State: Oakland, CA		48.04%		3
Phone:(510) 639-1915				4
Company: Digital Design Communications				1
Address: 5230 E. 12th Street				2
City/State:Oakland, CA	15.07%			3
Phone:(510) 632-0650				4
Company: Monterey Mechanical				1
Address: 8275 San Leandro St.				2
City/State:Oakland, CA	9.00%			3
Phone:(510)				4

TOTAL PARTICIPATION	24.07%	48.04%	0.00%
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72.11%*

* Total LBU % Proposed

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. 13177

PROJECT: Kaiser - Finishing Kitchen

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

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

<u>one million six hundred thirty one thousand eight hundred seventy seven</u>	Dollars	<u>\$ 1,631,817</u>
BASE BID Amount		
<u>Seventy-five Thousand</u>		<u>\$75,000.00</u>
Contingency Allowance Amount		
<u>one million seven hundred and six thousand eight hundred and seventeen</u>	dollars	<u>\$ 1,706,817</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

OAKLAND UNIFIED SCHOOL DISTRICT
Kaiser Finishing Kitchen Project
Project No. 13177
March 1, 2017

BID FORM
DOCUMENT 00 41 13-1

_____ 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>3/17/17</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>3/24/17</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>4/7/17</u>	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 12 day of April 20 17

Name of Bidder Mar Con, Co.

Type of Organization Corporation

Signed by 

Title of Signer President

Address of Bidder 8108A Capwell Drive, Oakland, CA 94621

Taxpayer's Identification No. of Bidder 81-4673000

Telephone Number 510-639-1914

Fax Number 510-639-1915

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

Contractor's License No(s): No.: 829636 Class: B, C-15, C-6 Expiration Date: 12/17

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Mar Con Builders, Inc DBA Mar Con, Co.

President: Marco Manriquez

Secretary: Marco Manriquez

Treasurer: Marco Manriquez

Manager: Marco Manriquez

END OF DOCUMENT



Interoffice Memo

Date: April 17, 2017
To: Tadashi Nakadegawa, Director of Facilities
From: Mary Ledezma
Project Name: **Kaiser Finishing Kitchen Project No. 13177**

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	Bay Construction	JUV, INC
Base Bid Amount	\$1,631,817	\$1,840,000	\$2,072,000
Contingency Allowance	\$75,000	\$75,000	\$75,000
Total Bid Amount	\$1,706,817	\$1,915,000	\$2,147,000

Local Business Enterprise Participation: 72.11%

B&D/OUSD recommends the award of the bid to **Mar Con** for a total contract amount of **\$1,706,817**.

CONSTRUCTION BUDGET: \$1,700,000

RECOMMENDATION: 
Mary Ledezma - Project Manager

4-20-17
Date

ACCEPTANCE: 
Tadashi Nakadegawa – Director of Facilities


Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2017

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

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

PRODUCER Associated Insurance Services, Inc. PO Box 7329 Thousand Oaks, CA 91359	CONTACT NAME: Jennifer Balek PHONE (A/C, No, Ext): (805) 495-4634 E-MAIL ADDRESS: jennifer@insureservice.com		FAX (A/C, No): (805) 494-0781
	INSURER(S) AFFORDING COVERAGE		
INSURED Marcon Builders Inc 8108 Capwell Dr. Oakland, CA 94621	INSURER A: Landmark American Insurance Co		NAIC # 33138
	INSURER B: Mercer Insurance Company		14478
	INSURER C: Everest National Insurance Company		10120
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		LHA139397	04/02/2017	04/02/2018	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 OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			27304992-1	04/02/2017	04/02/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	7600016389171	05/05/2017	05/05/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job: Kaiser Elementary School, Finishing Kitchen project #13177. Certificate holder, Byrens Kim Design Works, B&D Construction Management and their agents, representatives and employees are included as additional insured.

CERTIFICATE HOLDER

Oakland Unified School District
955 High St
Oakland, CA 94601

CANCELLATION

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
Andrea Fisher

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 4/2/2017
forms part of Policy Number LHA139397
issued to MARCON BUILDERS, INC.
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2017

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): 925-952-9257 E-MAIL ADDRESS: ahatambeiki@farmersagent.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Mar Con Builders, Inc 8108 CAPWELL DR OAKLAND CA 94621	INSURER A: Truck Insurance Exchange 21709	
	INSURER B: Farmers Insurance Exchange 21652	
	INSURER C: Mid Century Insurance Company 21687	
	INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR/INSR 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	11/07/2016	11/07/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 STATUTORY 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, Byrens Kim Design Works, B&D Construction management, their agents, representatives and employees are included as additional insured.

CERTIFICATE HOLDER Oakland Unified School District 955 High Street OAKLAND CA 94601	CANCELLATION 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



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Kaiser Finishing Kitchen Upgrade	Site	171
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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	8108A Capwell Drive	City	Oakland	State	CA	Zip	94621
Telephone	510-639-1914	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	13177						

Term

Date Work Will Begin	6-15-2017	Date Work Will End By (not more than 5 years from start date)	2-12-2018
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$1,706,817.00
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
9450	Fund 21, Measure J	171990589	6271	\$1,706,817.00

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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature			Date Approved	5/12/2017
2.	General Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	5/23/2017
3.	Deputy Chief, Facilities Planning and Management				
	Signature			Date Approved	
4.	Senior Business Officer, Board of Education				
	Signature			Date Approved	
	President, Board of Education				
5.	Signature			Date Approved	