

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	23-2856
Introduction Date	02-14-2024
Enactment Number	24-0327
Enactment Date	02/14/2024 er



# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer, Division of Facilities Planning and Management; Kenya Chatman, Executive Director of Facilities Planning

**Board Meeting Date** February 14, 2024

**Subject** Change Order No. 2 Agreement Between Owner and Contractor – MarCon Builders, Inc. – Community Day Campus Building Modification Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Futility of Bidding Resolution No. 2324-0166 and Change Order No. 2 by and between the **District** and **MarCon Builders, Inc.**, CA, for relocating and testing of fire alarm devices and electrical panels in the modular building PCO 1;7; 8; 14; attached to this change order, for the **Community Day Campus Building Modification Project**, in the amount of **\$39,658.00** increasing the contract price from **\$287,771.00** to **\$327,429.00** pursuant to the change order.

**Discussion** This Change Order is for Community Day Campus Building Modification Project for relocating and testing of fire alarm devices and electrical panels in the modular building. No bidding will be required due to the Futility of Bidding Resolution.

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

**Recommendation** Approval by the Board of Education of Futility of Bidding Resolution No. 2324-0166 and Change Order No. 2 by and between the District and MarCon Builders, Inc., CA, for relocating and testing of fire alarm devices and electrical panels in the modular building PCO 1;7; 8; 14; attached to this change order, for the Community Day Campus Building Modification Project, in the amount of \$39,658.00 increasing the contract price from \$287,771.00 to \$327,429.00 pursuant to the change order.

**Fiscal Impact** Fund 21 Building Fund, Measure Y

**Attachments**

- Futility of Bidding Resolution
- Change Order No. 2 and Other Documents
- Routing Form
- File ID 23-2444 & 23-0831

**RESOLUTION NO. 2324-0166**

**BOARD OF EDUCATION OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
DECLARING THE FUTILITY OF PUBLIC BIDDING FOR  
THE ADDITIONAL FIRE ALARM AND ELECTRICAL PANEL RELOCATION AND  
TESTING WORK AT COMMUNITY DAY SCHOOL, AND  
APPROVING A CHANGE ORDER FOR THAT WORK**

**WHEREAS**, the Oakland Unified School District (“Agency”) and MarCon Builders, Inc. (“Contractor”) entered into a contract for Contractor to provide structural modifications to existing wood modular buildings at Community Day School (“Project”);

**WHEREAS**, the Agency used competitive bidding for the Project under Public Contract Code section 22032 and Contractor was the lowest responsive, responsible bidder for the Project and was awarded a contract for the Project for Two Hundred Sixty-Four Thousand Three Hundred Thirty-Seven and NO/100 Dollars (\$264,337.00) (“Contract Price”);

**WHEREAS**, the Agency would like to issue a change order for additional work on the Project (“Additional Work”);

**WHEREAS**, Contractor has provided a quote for the Additional Work and is able to complete the Additional Work for Thirty-Nine Thousand Six hundred Fifty-Eight and NO/100 Dollars (\$39,658.00), which exceeds the limit for change orders that are not competitively bid, as established by Public Contract Code section 20118.4;

**WHEREAS**, the Agency staff believes that the Contractor’s quoted price to perform the Additional Work is reasonable because the price was consistent with labor and material costs in the industry.

**WHEREAS**, going out to bid for the Additional Work would result in substantial delay to the Project, the Additional Work, and other public works projects at Community Day School, resulting in significantly increased costs for the Agency;

**WHEREAS**, the relocation and testing of fire alarms and electrical panels of the Additional Work must be provided by the Contractor to ensure continuity of quality and appearance of the work;

**WHEREAS**, hiring a contractor other than the Contractor to perform the Additional Work would result in waste and delay, which would increase the expense of the Agency because the Contractor has already mobilized on site, is familiar with the Agency’s needs, is acquainted with the Project, and has assembled its staff and crew to begin the Project;

**WHEREAS**, bringing in a new contractor to perform the Additional Work, which is related and similar to the work being performed by Contractor for the Project, would create coordination and interference problems with the Contractor, which would increase the Agency’s expense;

**WHEREAS**, if the Agency were to bid the Additional Work, the prices of those bids would likely be higher than the price of Contractor’s quote for the Additional Work because Contractor is already mobilized on the Project, thus reducing costs such as overhead;

**WHEREAS**, California law provides that “Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply” (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694), and that public entities need not comply with competitive bidding processes where to do so would be impractical or futile and would not serve the purposes of competitive bidding. (*Los Angeles Dredging Company v. City of Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; and *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331);

**WHEREAS**, competitively bidding the Additional Work will not affect the final result to the Agency except to further increase the cost of the Project and delay completion of the Project, and it would not produce an advantage to the Agency;

**NOW THEREFORE**, the Board of Education of the Oakland Unified School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.
2. For the sufficient and independent reasons stated above, a competitive public bidding process for the Additional Work would be unavailing, would not produce an advantage to the public or the Agency, and would not serve the goals of the competitive bid process in that it would not obtain the best economic result for the public.
3. Based on the foregoing, it would be incongruous, futile, and unavailing to publicly bid the Additional Work.
4. Accordingly, Agency’s governing body hereby approves a change order with the Contractor to perform the Additional Work, which change order is attached hereto as Exhibit “A,” without further advertising for or inviting of bids.

The foregoing Resolution was adopted by the governing body of the Oakland Unified School District at a regularly scheduled meeting on the 24th day of January 2024, by the following vote:

**AYES:** Jennifer Brouhard, VanCedric Williams, Jorge Lerma, Valarie Bachelor, Clifford Thompson, President Benjamin Davis

**NOES:** None

**ABSTAIN:** None

ABSENT: Vice President Mike Hutchinson, Anevey Cruz (Student Director), Vida Mendoza (Student Director)



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President, Board of Education of the  
Oakland Unified School District of  
Alameda County, State of California



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Kyla Johnson-Trammell, Superintendent  
and Secretary, Board of Education of the  
Oakland Unified School District of  
Alameda County, State of California

**Exhibit A**

**Change Order No. 2**

# OAKLAND UNIFIED SCHOOL DISTRICT

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

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## CHANGE ORDER

### For Design-Bid-Build Contract

Owner: Oakland Unified School District  
Project: Community Day IT Relocation  
School: Community Day  
Contractor: Mar Con Builders, Inc.

Change Order No.: 2

Date: November 20th 2023

DSA File No.: N/A  
DSA Application No.: N/A  
OUSD Project #: 22155  
Project Manager: Victor Manansala

**IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.**

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary): Wall infill, Patching part of ceiling with drywall, Install new owner provided flooring, safe off, demo and de-program 13 fire alarm devices from the FA panel, Re-locate 3 existing fire alarm devices, label and test all fire alarm devices in building 100. See attached and incorporated PCO Nos. 1, 7, 8, and 14.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$39,658.00

# OAKLAND UNIFIED SCHOOL DISTRICT

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## SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	\$264,337.00
Prior Change Orders:	+ \$23,434.00
Total Contract Price Prior to This Change Order	= \$287,771.00
This Change Order's Adjustment:	+ \$39,658.00
Adjusted Contract Price (include all special and contingency allowances):	= \$327,429.00

Current Change Order's Percentage of Original Contract Price:	15%
Total Change Orders' Percentage of Original Contract Price:	23.8%

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

The compensation (cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the approval of Owner's governing body. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

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

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

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

# OAKLAND UNIFIED SCHOOL DISTRICT

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

<p>Approved: Architect of Record</p> <p><u>N/A</u> Print Name:</p> <p><u>N/A</u> Signature:</p> <p><u>N/A</u> Date:</p> <p><u><i>[Signature]</i></u> Approved as to Form: OUSD Facilities Counsel</p> <p>Date: 1/10/24</p>	<p>Approved and Agreed: General Contractor</p> <p><u>Marco Manriquez</u> Print Name:</p> <p><u>marco manriquez</u> Signature:</p> <p><u>11-20-23</u> Date:</p>	<p>Approved and Agreed:</p> <p><u><i>[Signature]</i></u> Executive Director of Facilities</p> <p><u>11/29/23</u> Date:</p> <p><u><i>[Signature]</i></u> Chief Systems and Services Officer</p> <p><u>11.29.23</u> Date:</p> <p><u><i>[Signature]</i></u> Benjamin Davis, President Board of Education 2/15/2023</p> <p><u><i>[Signature]</i></u> Kyla Johnson Trammell, Secretary, Board of Education 2/15/2024</p>
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# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7042

## CHANGE ORDER OR ALLOWANCE EXPENDITURE REQUEST (Or Proposed Change Order)

No. 01

**PROJECT:** Community Day IT Relocation  
Community Day

**DATE:** AUGUST 28, 2023, 2023

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** MAR CON BUILDERS, INC.  
8108 Capwell Dr  
Oakland, CA 94621

**DSA FILE NO.:** - N/A  
**DSA APP NO.:** - N/A  
**OUSD PROJECT #:** 22155  
**PROJECT MANAGER:** Victor Manansala

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

**DESCRIPTION OF PROPOSED CHANGES IN WORK** (specifically refer to attached pages or incorporated documents): Wall Infill

**OTHER PROPOSED CHANGES TO THE CONTRACT:**  
N/A

**PROPOSED ADJUSTMENT TO CONTRACT PRICE:** \$5,605.00

**REASON FOR REQUEST** (check one or more):

- Unforeseen Conditions
- Direction by Government Agency
- Owner Requested
- Design Omission
- Design Error
- Other: \_\_\_\_\_

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### CERTIFICATION

I, Marco Manriquez declare the following:

*Mar Con Builders, Inc* has contracted with The Oakland Unified School District for the Community Day Project. *Mar Con Builders, Inc* authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for The Oakland Unified School District regarding this Contract (such COR being dated August 28, 2023, and requesting \$5,605.00 and I prepared the attached COR. I am the most knowledgeable person at *Mar Con Builders, Inc* regarding this COR.

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7042

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or *Mar Con Builders, Inc*

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that The Oakland Unified School District is responsible under its Contract with *Mar Con Builders, Inc*.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for *Mar Con Builders, Inc* when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed August 28, 2023, at Oakland, California.

*marco manriquez* [signature]  
Marco Manriquez [name of declarant]

## Approved as to Form:

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

\_\_\_\_\_  
Date

Approved:  
Architect of Record

N/A

Date:

Approved and Agreed:  
General Contractor

*marco manriquez*

Date: 8/28/23

Approved and Agreed:

*Khanatman*

Executive Director of Facilities

Date: 8/29/23

Chief Systems and Services Officer

Date:



**MARCON, CO.**  
 8108A Capwell Drive  
 Oakland, CA 94621  
 License #829636  
 Phone (510) 639-1914  
 Fax (510) 639-1915

**MATERIAL AND LABOR COST BREAKDOWN  
 DETAIL SHEET**

**PROJECT NAME:** Community Day Building Modific  
**PROJECT NUMBER:** 22155  
**CHANGE ORDER DATE.:** 6/1/2023  
**CHANGE ORDER NO.:** PCO #001  
**CHANGE ORDER DESCRIPTION:** Wall infill

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
<b>LABOR DIRECT COSTS</b>				
Framing		8	\$ 68.56	\$ 548.48
Drywall		8	\$ 68.56	\$ 548.48
Tape		8	\$ 68.56	\$ 548.48
Paint		5	\$ 68.56	\$ 342.80
Delivery/Cleanup		8	\$ 68.56	\$ 548.48
<b>TOTAL LABOR DIRECT COSTS</b>				<b>\$ 2,536.72</b>
<b>LABOR BURDEN COSTS</b>				
Framing		8	\$ 48.79	\$ 390.32
Drywall		8	\$ 48.79	\$ 390.32
Tape		8	\$ 48.79	\$ 390.32
Paint		5	\$ 48.79	\$ 243.95
Delivery/Cleanup		8	\$ 48.79	\$ 390.32
<b>TOTAL LABOR BURDEN COSTS</b>				<b>\$ 1,805.23</b>
<b>LABOR MARKUP 15%</b>				<b>\$651.29</b>
<b>LABOR GRAND TOTAL INCLUDING DIRECT, BURDEN &amp; MARKUP COSTS</b>				<b>\$4,993.24</b>

MATERIALS			
DESCRIPTION	UNIT PRICE	QUANTITY	COSTS
supplies			\$ 60.00
Drywall			\$ 240.00
taping			\$ 80.00
paint			\$ 80.00
<b>SUBTOTAL MATERIAL (w/o Sales Tax)</b>			<b>\$ 460.00</b>
Sales Tax on Material - Akt. 10% - (Lumber 1.0%)			\$ -
<b>TOTAL MATERIAL COSTS</b>			<b>\$ 460.00</b>
<b>MATERIAL MARKUP 15%</b>			<b>\$69.00</b>
<b>MATERIAL GRAND TOTAL INCLUDING SALES TAX &amp; MARKUP</b>			<b>\$529.00</b>

EQUIPMENT RENTAL				
SIZE and TYPE	I.D. #	Days	RATE	COSTS
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>TOTAL EQUIPMENT RENTAL COSTS</b>				<b>\$ -</b>
<b>EQUIPMENT RENTAL MARKUP 15%</b>				<b>\$ -</b>
<b>EQUIPMENT GRAND TOTAL INCLUDING MARKUP</b>				<b>\$0.00</b>

Subcontractor				TOTAL
				\$ -
<b>TOTAL SUBCONTRACTOR RENTAL COSTS</b>				<b>\$ -</b>
<b>SUBCONTRACTOR MARKUP 5%</b>				<b>\$ -</b>
<b>TOTAL SUBCONTRACTOR DIRECT COSTS</b>				<b>\$ -</b>
<b>BOND COSTS @ 1.5%</b>				<b>\$ 82.83</b>
<b>GRAND TOTAL INCLUDING LABOR, MATERIAL, EQUIPMENT AND MARKUPS</b>				<b>\$ 5,605</b>

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

## CHANGE ORDER OR ALLOWANCE EXPENDITURE REQUEST (Or Proposed Change Order)

No. 07

**PROJECT:** Community Day IT Relocation  
Community Day

**DATE:** AUGUST 28, 2023

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** MAR CON BUILDERS, INC.  
8108 Capwell Dr  
Oakland, CA 94621

**DSA FILE NO.:** \_\_\_\_\_  
**DSA APP NO.:** \_\_\_\_\_  
**OUSD PROJECT #:** 22155  
**PROJECT MANAGER:** Victor Manansala

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

**DESCRIPTION OF PROPOSED CHANGES IN WORK** (specifically refer to attached pages or incorporated documents): Patch part of ceiling with drywall.

**PROPOSED ADJUSTMENT TO CONTRACT PRICE:** \$4,576.00

**REASON FOR REQUEST** (check one or more):

- Unforeseen Conditions
- Direction by Government Agency
- Owner Requested
- Design Omission
- Design Error
- Other: \_\_\_\_\_

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### CERTIFICATION

I, Marco Manriquez declare the following: Mar Con Builders, Inc has contracted with The Oakland Unified School District for the Community Day Project. Mar Con Builders, Inc authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for The Oakland Unified School District regarding this Contract (such COR being dated August 28, 2023, and requesting \$4,576.00 and I prepared the attached COR. I am the most knowledgeable person at Mar Con Builders, Inc regarding this COR.

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7042

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or *Mar Con Builders, Inc*

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that The Oakland Unified School District is responsible under its Contract with *Mar Con Builders, Inc*.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for *Mar Con Builders, Inc* when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed August 28, 2023, at Oakland, California.

marco manriquez [signature]  
Marco Manriquez [name of declarant]

### Approved as to Form:

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

\_\_\_\_\_  
Date

Approved:  
Architect of Record

N/A

Date:

Approved and Agreed:  
General Contractor

marco manriquez  
Date: 8/28/23

Approved and Agreed:

[Signature]  
Executive Director of Facilities

Date: 8/30/23

Chief Systems and Services Officer

Date:



**MARCON, CO.**  
 8108A Capwell Drive  
 Oakland, CA 94621  
 License #829636  
 Phone (510) 639-1914  
 Fax (510) 639-1915

**MATERIAL AND LABOR COST BREAKDOWN  
 DETAIL SHEET**

**PROJECT NAME:** Community Day Building Modific  
**PROJECT NUMBER:** 22155  
**CHANGE ORDER DATE.:** 7/17/2023  
**CHANGE ORDER NO.:** PCO #007 - Option 2 Patch part of ceiling with drywall  
**CHANGE ORDER DESCRIPTION:**

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
<b>LABOR DIRECT COSTS</b>				
Reframe part of ceiling		12	\$ 68.56	\$ 822.72
Install drywall/Trim/patch and paint		18	\$ 68.56	\$ 1,234.08
			\$ 68.56	\$ -
			\$ 68.56	\$ -
<b>TOTAL LABOR DIRECT COSTS</b>				<b>\$ 2,056.80</b>
<b>LABOR BURDEN COSTS</b>				
Reframe part of ceiling		12	\$ 48.79	\$ 585.48
Install drywall/Trim/patch and paint		18	\$ 48.79	\$ 878.22
			\$ 48.79	\$ -
			\$ 48.79	\$ -
<b>TOTAL LABOR BURDEN COSTS</b>				<b>\$ 1,463.70</b>
<b>LABOR MARKUP 15%</b>				<b>\$528.08</b>
<b>LABOR GRAND TOTAL INCLUDING DIRECT, BURDEN &amp; MARKUP COSTS</b>				<b>\$4,048.58</b>

MATERIALS			
DESCRIPTION	UNIT PRICE	QUANTITY	COSTS
Small tool and supplies			150
Drywall/ trim			250
<b>SUBTOTAL MATERIAL (w/o Sales Tax)</b>			<b>\$ 400.00</b>
Sales Tax on Material - Ala. 10% + (Lumber 1.0%)			\$ -
<b>TOTAL MATERIAL COSTS</b>			<b>\$ 400.00</b>
<b>MATERIAL MARKUP 15%</b>			<b>\$60.00</b>
<b>MATERIAL GRAND TOTAL INCLUDING SALES TAX &amp; MARKUP</b>			<b>\$460.00</b>

EQUIPMENT RENTAL				
SIZE and TYPE	I.D. #	Days	RATE	COSTS
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>TOTAL EQUIPMENT RENTAL COSTS</b>				<b>\$ -</b>
<b>EQUIPMENT RENTAL MARKUP 15%</b>				<b>\$ -</b>
<b>EQUIPMENT GRAND TOTAL INCLUDING MARKUP</b>				<b>\$0.00</b>

Subcontractor				TOTAL
				\$ -
<b>TOTAL SUBCONTRACTOR RENTAL COSTS</b>				<b>\$ -</b>
<b>SUBCONTRACTOR MARKUP 5%</b>				<b>\$ -</b>
<b>TOTAL SUBCONTRACTOR DIRECT COSTS</b>				<b>\$ -</b>
<b>BOND COSTS @ 1.5%</b>				<b>\$ 67.63</b>
<b>GRAND TOTAL INCLUDING LABOR, MATERIAL, EQUIPMENT AND MARKUPS</b>				<b>\$ 4,576</b>

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

## CHANGE ORDER OR ALLOWANCE EXPENDITURE REQUEST (Or Proposed Change Order) No. 08

**PROJECT:** Community Day IT Relocation  
Community Day

**DATE:** AUGUST 28, 2023

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** MAR CON BUILDERS, INC.  
8108 Capwell Dr  
Oakland, CA 94621

**DSA FILE NO.:** \_\_\_\_\_  
**DSA APP NO.:** \_\_\_\_\_  
**OUSD PROJECT #:** 22155  
**PROJECT MANAGER:** Victor Manansala

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

**DESCRIPTION OF PROPOSED CHANGES IN WORK** (specifically refer to attached pages or incorporated documents): Install new owner provided flooring.

**PROPOSED ADJUSTMENT TO CONTRACT PRICE:** \$10,394.00

**REASON FOR REQUEST** (check one or more):

- Unforeseen Conditions
- Direction by Government Agency
- Owner Requested
- Design Omission
- Design Error
- Other: \_\_\_\_\_

\*\*\*\*\*

### CERTIFICATION

I, Marco Manriquez declare the following: Mar Con Builders, Inc has contracted with The Oakland Unified School District for the Community Day Project. Mar Con Builders, Inc authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for The Oakland Unified School District regarding this Contract (such COR being dated August 28, 2023, and requesting \$10,394.00 and I prepared the attached COR. I am the most knowledgeable person at Mar Con Builders, Inc regarding this COR.

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7042

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or *Mar Con Builders, Inc*

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that The Oakland Unified School District is responsible under its Contract with *Mar Con Builders, Inc*.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for *Mar Con Builders, Inc* when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed August 28, 2023, at Oakland, California.

*marco manriquez* (signature)  
Marco Manriquez (name of declarant)

## Approved as to Form:

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

\_\_\_\_\_  
Date

Approved:  
Architect of Record

N/A

Date:

Approved and Agreed:  
General Contractor

*marco manriquez*

Date: 8/28/23

Approved and Agreed:

*K. Chatman*

Executive Director of Facilities

Date: 8/30/23

Chief Systems and Services Officer

Date:





**MARCON, CO.**  
 8108A Capwell Drive  
 Oakland, CA 94621  
 License #829636  
 Phone (510) 639-1914  
 Fax (510) 639-1915

**MATERIAL AND LABOR COST BREAKDOWN  
 DETAIL SHEET**

**PROJECT NAME:** Community Day Building Modific  
**PROJECT NUMBER:** 22155  
**CHANGE ORDER DATE.:** 6/14/2023  
**CHANGE ORDER NO.:** PCO #008  
**CHANGE ORDER DESCRIPTION:** Install new owner provided flooring

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
<b>LABOR DIRECT COSTS</b>				
Install cork underlayment & floor prep		20	\$ 68.56	\$ 1,371.20
Install VCT		40	\$ 68.56	\$ 2,742.40
Install Baseboard & Cleanup		8	\$ 68.56	\$ 548.48
<b>TOTAL LABOR DIRECT COSTS</b>				<b>\$ 4,662.08</b>
<b>LABOR BURDEN COSTS</b>				
Install underlayment		20	\$ 48.79	\$ 975.80
Install VCT		40	\$ 48.79	\$ 1,951.60
Install Baseboard & Cleanup		8	\$ 48.79	\$ 390.32
<b>TOTAL LABOR BURDEN COSTS</b>				<b>\$ 3,317.72</b>
<b>LABOR MARKUP 15%</b>				<b>\$1,196.97</b>
<b>LABOR GRAND TOTAL INCLUDING DIRECT, BURDEN &amp; MARKUP COSTS</b>				<b>\$9,176.77</b>

MATERIALS			
DESCRIPTION	UNIT PRICE	QUANTITY	COSTS
Underlayment	25	27	675
Small tools & Supplies			250
			0
<b>SUBTOTAL MATERIAL (w/o Sales Tax)</b>			<b>\$ 925.00</b>
Sales Tax on Material - Ala. 10% + (Lumber 1.0%)			\$ -
<b>TOTAL MATERIAL COSTS</b>			<b>\$ 925.00</b>
<b>MATERIAL MARKUP 15%</b>			<b>\$138.75</b>
<b>MATERIAL GRAND TOTAL INCLUDING SALES TAX &amp; MARKUP</b>			<b>\$1,063.75</b>

EQUIPMENT RENTAL				
SIZE and TYPE	I.D. #	Days	RATE	COSTS
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>TOTAL EQUIPMENT RENTAL COSTS</b>				<b>\$ -</b>
<b>EQUIPMENT RENTAL MARKUP 15%</b>				<b>\$ -</b>
<b>EQUIPMENT GRAND TOTAL INCLUDING MARKUP</b>				<b>\$0.00</b>

Subcontractor		TOTAL
		\$ -
		\$ -
<b>TOTAL SUBCONTRACTOR RENTAL COSTS</b>		<b>\$ -</b>
<b>SUBCONTRACTOR MARKUP 5%</b>		<b>\$ -</b>
<b>TOTAL SUBCONTRACTOR DIRECT COSTS</b>		<b>\$ -</b>
<b>BOND COSTS @ 1.5%</b>		<b>\$ 153.61</b>
<b>GRAND TOTAL INCLUDING LABOR, MATERIAL, EQUIPMENT AND MARKUPS</b>		<b>\$ 10,394</b>

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7042

## CHANGE ORDER OR ALLOWANCE EXPENDITURE REQUEST (Or Proposed Change Order) No. 14

**PROJECT:** Community Day IT Relocation  
Community Day

**DATE:** September 19, 2023

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** MAR CON BUILDERS, INC.  
8108 Capwell Dr  
Oakland, CA 94621

**DSA FILE NO.:** - N/A  
**DSA APP NO.:** -  
**OUSD PROJECT #:** 22155  
**PROJECT MANAGER:** Victor Manansala

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

**DESCRIPTION OF PROPOSED CHANGES IN WORK** (specifically refer to attached pages or incorporated documents): Safe off, demo, and deprogram 13 FA devices from FA panel. Re-locate 3 existing fire alarm devices, and label and test all fire alarm devices in building 100.

**OTHER PROPOSED CHANGES TO THE CONTRACT:**  
N/A

**PROPOSED ADJUSTMENT TO CONTRACT PRICE:** \$19,083.00

**REASON FOR REQUEST** (check one or more):

- Unforeseen Conditions
- Direction by Government Agency
- Owner Requested
- Design Omission
- Design Error
- Other: \_\_\_\_\_

\*\*\*\*\*

### CERTIFICATION

I, Marco Manriquez declare the following:

*Mar Con Builders, Inc* has contracted with The Oakland Unified School District for the Community Day Project. *Mar Con Builders, Inc* authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for The Oakland Unified School District regarding this Contract (such COR being dated August 28, 2023, and requesting \$5,605.00 and I prepared the attached COR. I am the most knowledgeable person at *Mar Con Builders, Inc* regarding this COR.

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7042

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or *Mar Con Builders, Inc*

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that The Oakland Unified School District is responsible under its Contract with *Mar Con Builders, Inc*.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for *Mar Con Builders, Inc* when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed August 28, 2023, at Oakland, California.

*marco manriquez* (signature)  
Marco Manriquez (name of declarant)

**Approved as to Form:**

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

\_\_\_\_\_  
Date

Approved:  
Architect of Record

Approved and Agreed:  
General Contractor

Approved and Agreed:

*P. Chaf*  
Executive Director of Facilities

Date: *9.19.23*

*N/A*  
Date:

*marco manriquez*  
Date: 9/19/23

Chief Systems and Services Officer

Date:



**MARCON, CO.**  
 8108A Capwell Drive  
 Oakland, CA 94621  
 License #829636  
 Phone (510) 639-1914  
 Fax (510) 639-1915

**MATERIAL AND LABOR COST BREAKDOWN  
 DETAIL SHEET**

**PROJECT NAME:** Community Day Building Modific  
**PROJECT NUMBER:** 22155  
**CHANGE ORDER DATE.:** 9/19/2023  
**CHANGE ORDER NO.:** PCO #014  
**CHANGE ORDER DESCRIPTION:** Fire Alarm

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
<b>LABOR DIRECT COSTS</b>				
Patch and repair ceiling		8	\$ 68.56	\$ 548.48
			\$ 68.56	\$ -
			\$ 68.56	\$ -
			\$ 68.56	\$ -
<b>TOTAL LABOR DIRECT COSTS</b>				<b>\$ 548.48</b>
<b>LABOR BURDEN COSTS</b>				
		8	\$ 48.79	\$ 390.32
			\$ 48.79	\$ -
			\$ 48.79	\$ -
			\$ 48.79	\$ -
<b>TOTAL LABOR BURDEN COSTS</b>				<b>\$ 390.32</b>
<b>LABOR MARKUP 15%</b>				<b>\$140.82</b>
<b>LABOR GRAND TOTAL INCLUDING DIRECT, BURDEN &amp; MARKUP COSTS</b>				<b>\$1,079.62</b>

MATERIALS			
DESCRIPTION	UNIT PRICE	QUANTITY	COSTS
Small tool and supplies			250
<b>SUBTOTAL MATERIAL (w/o Sales Tax)</b>			<b>\$ 250.00</b>
Sales Tax on Material - Ala. 10% + (Lumber 1.0%)			\$ -
<b>TOTAL MATERIAL COSTS</b>			<b>\$ 250.00</b>
<b>MATERIAL MARKUP 15%</b>			<b>\$37.50</b>
<b>MATERIAL GRAND TOTAL INCLUDING SALES TAX &amp; MARKUP</b>			<b>\$287.50</b>

EQUIPMENT RENTAL				
SIZE and TYPE	I.D. #	Days	RATE	COSTS
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>TOTAL EQUIPMENT RENTAL COSTS</b>				<b>\$ -</b>
<b>EQUIPMENT RENTAL MARKUP 15%</b>				<b>\$ -</b>
<b>EQUIPMENT GRAND TOTAL INCLUDING MARKUP</b>				<b>\$0.00</b>

Subcontractor		TOTAL
DDC		\$ 16,604.00
		\$ -
<b>TOTAL SUBCONTRACTOR RENTAL COSTS</b>		<b>\$ 16,604.00</b>
<b>SUBCONTRACTOR MARKUP 5%</b>		<b>\$ 830.20</b>
<b>TOTAL SUBCONTRACTOR DIRECT COSTS</b>		<b>\$ 17,434.20</b>
<b>BOND COSTS @ 1.5%</b>		<b>\$ 282.02</b>
<b>GRAND TOTAL INCLUDING LABOR, MATERIAL, EQUIPMENT AND MARKUPS</b>		<b>\$ 19,083</b>

- Include**
- Safe off, demo and de-program 13 fire alarm devices from the FA panel
  - Re-locate 3 existing fire alarm devices
  - Label and test all fire alarm devices in building 100

**DIGITAL DESIGN COMMUNICATIONS**

8128 CAPWELL DR.  
OAKLAND, CA 94621  
Phone 510-632-0650  
Fax 510-632-6999  
Lic. # C10 - 785247

9/19/2023

**23-137 Fire alarm work at Community Day**

**DDC scope of work:**

- Safe off, demo and de-program 13 fire alarm devices from the FA panel
- Re-locate 3 existing fire alarm devices
- Label and test all fire alarm devices in building 100

**Exclusions**

This quote does not include the following;

01. New fire alarm devices
02. Work for any other electrical or low voltage trades.

**Assumptions/Qualifiers**

01. Customer will provide adequate parking for equipment and employees.
02. Customer will need to provide access to all work areas.
03. Customer will need to provide clear pathways for all proposed installations.
04. Cable installation is based on a non-plenum environment.
05. Owner's must notify all DDC employee's of any asbestos.
06. Any sign's of asbestos immediately terminates this proposal even if job has started.
07. All work to was conducted during regular hours Monday through Friday.

**Payment schedule**

Progress billing will occur for projects over 30 days in duration. Net 30 days with (1-1/2%) monthly interest charge on all past due accounts. In the event of legal action is instituted to enforce any of the terms or conditions of this proposal, the prevailing party shall be entitled to recover attorney's fees and collection cost.

Digital Design Communications is prepared to start work once quote has been approved.  
This quote is firm for thirty (30) days from the date at the top of this sheet.

**Base bid price**

Digital Design Communications will install the above mentioned work for the amount of:  
**Sixteen Thousand Six Hundred Four Dollars and Zero Cents**

**\$16,604.00**

X

Signature is for approval of price, scope, assumptions/qualifiers and payment schedule.

Oakland Unified School District Local Business Utilization (LBU) Monthly Tracking Worksheet

**OUSD Community Day School**

**Job No. #430**

Project Start Date: **5/22/2023**

Projected Completion Date: **7/28/2023**

		LOCAL BUSINESS UTILIZATION (LBU) MONTHLY TRACKING WORKSHEET									
		MAR CON Builders, Inc									
		December-23									
		Framing / rebar									
Prime/Sub Company Name	LBU/SLRBE Type	Trade	Proposed LBU Dollar Amount At Bid Time	Previous Cumulative LBU Dollar Amount	Local Business Enterprise Dollar Amount (LBE)	Small Local Business Enterprise Dollar Amount (SLBE)	Small Local Resident Business Enterprise Dollar Amount (SLRBE)	Current Cumulative SLBE Dollar Amount	Remaining LBU Participation (Bid Time vs. Current Cumulative)	Current Cumulative LBU %	
MAR CON Builders, Inc.	SLBE	Framing/rebar	\$ 226,387	\$ 226,387.00	\$ -	\$ -	\$ -	\$ 226,387	\$ -	94.6%	
MAR CON Builders, Inc.	SLBE	Change order 2	\$ 20,575	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,575	0.0%	
Digital Design company	SLBE	Change order 1&2	\$ 42,517	\$ -	\$ -	\$ 23,434.00	\$ -	\$ 23,434	\$ 19,083	9.8%	
Subcontractor 4	SLRBE	Scope of Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
Subcontractor 5	SLBE	Scope of Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
Subcontractor 6	LBE	Scope of Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
Subcontractor 7	SLRBE	Scope of Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
Subcontractor 8	SLBE	Scope of Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
Subcontractor 9	LBE	Scope of Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
Subcontractor 10	SLRBE	Scope of Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
<b>TOTALS</b>			\$ 289,479	\$ 226,387	\$ -	\$ 23,434	\$ -	\$ 249,821	\$ 39,658	104.4%	

Total Base Bid Dollar Amount:	\$ 239,337
Total Contract Dollar Amount: (Includes Bid Allowance/Amended Contracts)	\$ 264,337
Total LBU Dollar Amount at Bid Time:	\$ 289,479
Total LBU % at Bid Time:	121.0%
Project Status (% of Project Complete):	100.0%

Previous Cumulative Total LBU Dollar Amount:	\$ 226,387
LBU Dollar Amount for This Invoice:	\$ 23,434
Current Cumulative Total LBU Dollar Amount:	\$ 249,821
Current Cumulative Total LBU %:	104.4%



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Community Day Campus Building Modification	<b>Site</b>	333
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### Basic Directions

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

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

Contractor Name	MarCon Builders, Inc.	Agency's Contact	Marco Manriquez				
OUSD Vendor ID #	002712	Title	President				
Street Address	8108A Capwell Drive	City	Oakland	State	CA	Zip	94621
Telephone	510-6398-1914	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 #	22155						

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-11-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2023
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$ 39,658.00
Other Expenses		Requisition Number	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9920	Fund 21, Measure Y	210-9655-0-9920-8500-6271-333-9180-9906-9999-22155	6271	\$ 39,658.00

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

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

	<b>Division Head</b>	Phone	510-535-7038	Fax	510-535-7082
1.	<b>Director, Facilities Planning and Management</b>				
	Signature	Date Approved	Jan 10, 2024		
	<small>Remya Chatman (Jan 10, 2024 13:24 PST)</small>				
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	Signature	Date Approved	1/10/24		
	<small>Lozano Smith, approved as to form</small>				
3.	<b>Chief Systems &amp; Services Officer, Facilities Planning and Management</b>				
	Signature	Date Approved	Jan 10, 2024		
	<small>Preston Thomas (Jan 10, 2024 11:07 PST)</small>				
4.	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature	Date Approved			





Board Office Use: <b>Legislative File Info.</b>	
File ID Number	23-2444
Introduction Date	11-16-2023
Enactment Number	23-1946
Enactment Date	11/16/2023 CJH



# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer, Division of Facilities  
Planning and Management; Kenya Chatman, Executive Director of Facilities Planning

**Board Meeting Date** November 16, 2023

**Subject** Change Order No. 1 Agreement Between Owner and Contractor – MarCon Builders, Inc. – Community Day Campus Building Modification Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor Change Order No. 1 by and between the **District** and **MarCon Builders, Inc.**, Oakland, CA, for relocating electrical panels in the modular building, which includes PCO 05 attached to this change order, for the **Community Day Campus Building Modification Project**, in the amount of **\$23,434.00**, increasing the contract price from **\$264,337.00** to **\$287,771.00** pursuant the change order.

**Discussion** This Change Order is for Community Day Campus Building Modification Project for relocating electrical panels in the modular building.

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

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor Change Order No. 1 by and between the District and MarCon Builders, Inc., Oakland, CA, for relocating electrical panels in the modular building, which includes PCO 05 attached to this change order, for the Community Day Campus Building Modification Project, in the amount of \$23,434.00, increasing the contract price from \$264,337.00 to \$287,771.00 pursuant the change order.

**Fiscal Impact** Fund 21 Building Fund, Measure Y

**Attachments**

- Change Order No. 1 and Other Documents
- Routing Form
- File ID 23-0831

# OAKLAND UNIFIED SCHOOL DISTRICT

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

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## CHANGE ORDER

### For Design-Bid-Build Contract

Owner: Oakland Unified School District  
Project: Community Day IT Relocation  
School: Community Day  
Contractor: Mar Con Builders, Inc.

Change Order No.: 1

Date: October 17<sup>th</sup>, 2023

DSA File No.: N/A  
DSA Application No.: N/A  
OUSD Project #: 22155  
Project Manager: Victor Manansala

**IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.**

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary): Relocating Electrical Panel

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$23,434.00

# OAKLAND UNIFIED SCHOOL DISTRICT

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

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## SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	\$264,337.00
Prior Change Orders:	+ \$0.00
Total Contract Price Prior to This Change Order	= \$264,337.00
This Change Order's Adjustment:	+ \$23,434.00
Adjusted Contract Price (include all special and contingency allowances):	= \$287,771.00
Current Change Order's Percentage of Original Contract Price:	8.8%
Total Change Orders' Percentage of Original Contract Price:	8.8%

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

**The compensation (cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the approval of Owner's governing body. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.**

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

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

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

# OAKLAND UNIFIED SCHOOL DISTRICT

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

<p>Approved: Architect of Record</p> <hr/> <p>Print Name:</p> <hr/> <p>Signature: <i>N/A</i></p> <hr/> <p>Date:</p> <hr/> <p>Approved as to Form: <i>[Signature]</i></p> <hr/> <p>OUSD Facilities Counsel</p> <hr/> <p>Date: 11/30/23</p>	<p>Approved and Agreed: General Contractor</p> <hr/> <p>Marco Manriquez</p> <hr/> <p>Print Name:</p> <hr/> <p>Signature: <i>marco manriquez</i></p> <hr/> <p>10/17/23</p> <hr/> <p>Date:</p> <hr/>	<p>Approved and Agreed:</p> <hr/> <p><i>[Signature]</i></p> <hr/> <p>Executive Director</p> <hr/> <p>10/23/23</p> <hr/> <p>Date:</p> <hr/> <p><i>[Signature]</i></p> <hr/> <p>Executive Director Chief of Systems</p> <hr/> <p>10/23/23</p> <hr/> <p>Date:</p> <hr/>
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# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

## CHANGE ORDER OR ALLOWANCE EXPENDITURE REQUEST (Or Proposed Change Order) No. 05

**PROJECT:** Community Day IT Relocation  
Community Day

**DATE:** AUGUST 28, 2023

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** MAR CON BUILDERS, INC.  
8108 Capwell Dr  
Oakland, CA 94621

**DSA FILE NO.:** \_\_\_\_\_  
**DSA APP NO.:** \_\_\_\_\_  
**OUSD PROJECT #:** 22155  
**PROJECT MANAGER:** Victor Manansala

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

**DESCRIPTION OF PROPOSED CHANGES IN WORK** (specifically refer to attached pages or incorporated documents): Relocate electrical panel.

**PROPOSED ADJUSTMENT TO CONTRACT PRICE:** \$23,434.00

- REASON FOR REQUEST** (check one or more):
- Unforeseen Conditions
  - Direction by Government Agency
  - Owner Requested
  - Design Omission
  - Design Error
  - Other: \_\_\_\_\_

\*\*\*\*\*

### CERTIFICATION

I, Marco Manriquez declare the following: Mar Con Builders. Inc has contracted with The Oakland Unified School District for the Community Day Project. Mar Con Builders. Inc authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for The Oakland Unified School District regarding this Contract (such COR being dated August 28, 2023, and requesting \$23,434.00 and I prepared the attached COR. I am the most knowledgeable person at Mar Con Builders. Inc regarding this COR.





**MARCON, CO.**  
 8108A Capwell Drive  
 Oakland, CA 94621  
 License #829636  
 Phone (510) 639-1914  
 Fax (510) 639-1915

**MATERIAL AND LABOR COST BREAKDOWN  
 DETAIL SHEET**

**PROJECT NAME:** Community Day Building Modific  
**PROJECT NUMBER:** 22155  
**CHANGE ORDER DATE.:** 7/18/2023  
**CHANGE ORDER NO.:** PCO #005  
**CHANGE ORDER DESCRIPTION:** Relocate Electrical Panel

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
<b>LABOR DIRECT COSTS</b>				
			\$ 68.56	\$ -
			\$ 68.56	\$ -
			\$ 68.56	\$ -
			\$ 68.56	\$ -
<b>TOTAL LABOR DIRECT COSTS</b>				<b>\$ -</b>
<b>LABOR BURDEN COSTS</b>				
			\$ 48.79	\$ -
			\$ 48.79	\$ -
			\$ 48.79	\$ -
			\$ 48.79	\$ -
<b>TOTAL LABOR BURDEN COSTS</b>				<b>\$ -</b>
<b>LABOR MARKUP 15%</b>				<b>\$0.00</b>
<b>LABOR GRAND TOTAL INCLUDING DIRECT, BURDEN &amp; MARKUP COSTS</b>				<b>\$0.00</b>

MATERIALS				
DESCRIPTION	UNIT PRICE	QUANTITY	COSTS	
<b>SUBTOTAL MATERIAL (w/o Sales Tax)</b>				<b>\$ -</b>
Sales Tax on Material - Ala. 10% + (Lumber 1.0%)				\$ -
<b>TOTAL MATERIAL COSTS</b>				<b>\$ -</b>
<b>MATERIAL MARKUP 15%</b>				<b>\$0.00</b>
<b>MATERIAL GRAND TOTAL INCLUDING SALES TAX &amp; MARKUP</b>				<b>\$0.00</b>

EQUIPMENT RENTAL				
SIZE and TYPE	I.D. #	Days	RATE	COSTS
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
				\$ -
<b>TOTAL EQUIPMENT RENTAL COSTS</b>				<b>\$ -</b>
<b>EQUIPMENT RENTAL MARKUP 15%</b>				<b>\$ -</b>
<b>EQUIPMENT GRAND TOTAL INCLUDING MARKUP</b>				<b>\$0.00</b>

Subcontractor		TOTAL
DDC		\$ 23,838.00
Deduct for base scope - DDC		\$ (1,850.00)
<b>TOTAL SUBCONTRACTOR RENTAL COSTS</b>		<b>\$ 21,988.00</b>
<b>SUBCONTRACTOR MARKUP 5%</b>		<b>\$ 1,099.40</b>
<b>TOTAL SUBCONTRACTOR DIRECT COSTS</b>		<b>\$ 23,087.40</b>
<b>BOND COSTS @ 1.5%</b>		<b>\$ 346.31</b>
<b>GRAND TOTAL INCLUDING LABOR, MATERIAL, EQUIPMENT AND MARKUPS</b>		<b>\$ 23,434</b>



### DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Community Day Campus Building Modification	Site	333
Basic Directions			
Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	MarCon Builders, Inc.	Agency's Contact	Marco Manriquez
OUSD Vendor ID #	002712	Title	President
Street Address	8108A Capwell Drive	City	Oakland State CA Zip 94621
Telephone	510-6398-1914	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 #	22155		

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	5-11-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	7-9-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$ 23,434.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9655/9920	Fund 21, Measure Y	210-9655-0-9920-8500-6271-333-9180-9906-9999-22155	6271	\$23,434.00

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	Nov 1, 2023	
	Keyya Zhatfran (Nov 1, 2023 11:13 PDT)			
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	10/30/23	
	Lozano Smith, approved as to form			
3.	Chief Systems & Services Officer, Facilities Planning and Management			
	Signature	Date Approved	Nov 1, 2023	
	Preston Thomas (Nov 1, 2023 12:12 PDT)			
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved	11/17/2023	
	Mike Hutchinson			





Board Office Use: Legislative File Info.	
File ID Number	23-0831
Introduction Date	4-26-2023
Enactment Number	23-0778
Enactment Date	4/26/2023 CJH



## Memo (Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Kenya Chatman, Executive Director, Division of Facilities Planning and Management

**Board Meeting Date** April 26, 2023

**Subject** Agreement Between Owner and Contractor – Mar Con Builders, Inc. – Community Day Campus Building Modification Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Mar Con Builders, Inc.**, Oakland, California, for the latter to provide structural modifications to existing wood modular building (1,000 sq ft). Including new construction such as new concrete ramp, and demolition of existing non load bearing interior walls. New sub floor construction including new footings and remove and replace existing sheathing for the **Community Day Campus Building Modification Project**, in the total amount of **\$264,337.00**, which includes a contingency allowance of **\$25,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **May 11, 2023**, and scheduled to last for sixty days (60), with an anticipated ending of **July 9, 2023**.

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

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

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Mar Con Builders, Inc.**, Oakland, California, for the latter to provide structural modifications to existing wood modular building (1,000 sq ft). Including new construction such as new concrete ramp, and demolition of existing non load bearing interior walls. New sub floor construction including new footings and remove and replace existing sheathing for the **Community Day Campus Building Modification Project**, in the total amount of **\$264,337.00**, which includes a contingency allowance of \$25,000.00, as the lowest responsive bidder, with the work anticipated to commence on **May 11, 2023**, and scheduled to last for sixty days (60), with an anticipated ending of **July 9, 2023**.

**Fiscal Impact** Fund 21 Building Fund, Measure Y

**Attachments**

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



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

**Legislative File ID No.**    23-0831

**Department:**                Facilities Planning and Management

**Vendor Name:**              Mar Con Builders, Inc.

**Project Name:**              Community Day Campus Building Mod

**Project No.:**                22155

**Contract Term: Intended Start:**    May 11, 2023

**Intended End:**              July 9, 2023

**Total Cost Over Contract Term:**    \$264,337.00

**Approved by:**                        Kenya Chatman

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

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

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

Mar Con Builders, Inc. was selected by the district as the lowest responsible and responsive bid.

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

Mar Con Builders, Inc., will provide structural modifications to existing wood modular building (1,000 sq ft). Including new construction such as new concrete ramp, and demolition of existing non load bearing interior walls. New sub floor construction including new footings and remove and replace existing sheathing.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective **May 11, 2023**, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the “Owner,” and **MAR CON BUILDERS, INC.** hereinafter called the “Contractor.”

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

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

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

the Community Day Site Building Modification Project, located at 4917 Mountain Blvd., Oakland, CA, 94619,

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

IDA Structural Engineers, 1629 Telegraph Avenue, Suite 300, Oakland, California, 94612, 510-834-1629 Ext 102,

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only as specified in the bid form.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents. In addition, the Contractor and its Subcontractors shall refer to specification section 01 35 13.23 (Site Standards and Covid Vaccination Requirements).

This contract is subject to the District’s Project Labor Agreement. The full version of OUSD’s latest Project Labor Agreement can be found by going to the OUSD home page: [ousd.org](http://ousd.org) > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

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

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

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

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be sixty (60) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on May 11, 2023, in which case the deadline for Completion would be July 9, 2023.

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

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

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

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual

damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

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

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

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

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

#### **ARTICLE IV. PAYMENT AND RETENTION.**

The Owner agrees to pay the Contractor in current funds **TWO HUNDRED SIXTY-FOUR THOUSAND THREE HUNDRED THIRTY-SEVEN DOLLARS No/100 (\$264,337.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general contingency allowance of **TWENTY-FIVE THOUSAND DOLLARS NO/100 (\$25,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Contract Documents other than special allowances. Any payment from an allowance is



entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

The Owner has made a finding that this Project is substantially complex and requires a retention amount greater than 5%. (Public Contract Code section 7201.)

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

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

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

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

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

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

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

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

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

1725.5 to perform public work.

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

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

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

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

#### **ARTICLE X. DSA OVERSIGHT PROCESS.**

The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Owner’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection

duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

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

#### **ARTICLE XI. INDEMNIFICATION AND INSURANCE.**

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

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

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

#### **ARTICLE XII. ENTIRE AGREEMENT.**

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

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

The parties to this Agreement shall cooperate fully in the execution of any and all

other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.**

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

**ARTICLE XV. BINDING EFFECT.**

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

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

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

**ARTICLE XVII. AMENDMENTS.**

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


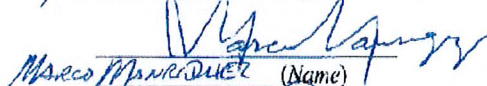

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.**

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



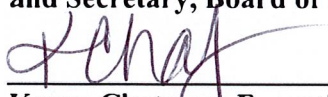
**ARTICLE XIX. WRITTEN NOTICE.**

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

**CONTRACTOR:  
MAR CON BUILDERS, INC.**

 (contractor)  
 (Name)  
(Chairman, Pres., or Vice-Pres.)  
 (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

**OAKLAND UNIFIED SCHOOL DISTRICT**

<u></u>	<u>4/27/2023</u>
<b>Mike Hutchinson, President, Board of Education</b>	<b>Date</b>
<u></u>	<u>4/27/2023</u>
<b>Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education</b>	<b>Date</b>
<u></u>	<u>4/14/23</u>
<b>Kenya Chatman, Executive Director Facilities Planning and Management</b>	<b>Date</b>

**Approved As To Form:**

 3/31/23  
**OUSD Facilities Legal Counsel** **Date**

829636  
**CALIFORNIA CONTRACTOR'S  
LICENSE NO.**

Agreement Between Owner & Contractor – Mar Con Builders, Inc. – Community Day Building Modification Project - \$264,337.00

3/31/2025

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LICENSE EXPIRATION DATE

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

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

Bond Number: 18L005860  
Premium: \$7,930.00 initial contract term

Mar Con

**KNOW ALL MEN BY THESE PRESENTS** that we, Builders, Inc., as Principal, and The Ohio\*, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of Two Hundred\*\* Dollars (\$264,337.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated May 11, 2023, for construction of

\*Casualty Insurance Company   \*\*Sixty Four Thousand Three Hundred Thirty Seven and no/100ths  
**The Community Day School Building Modification Project located at 4917 Mountain Blvd, Oakland, which consists of but not limited to:** structural modifications to existing wood modular building (1,000 sq ft). Including new construction such as new concrete ramp, and demolition of existing non load bearing interior walls. New sub floor construction including new footings and remove and replace existing sheathing. **(the "Contract")**.

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

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

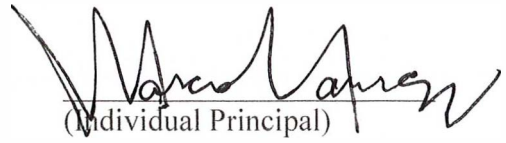
No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of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

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this 16th day of March, 2023, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



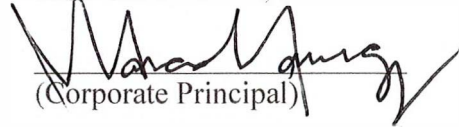
(To be signed by )  
(Principal and Surety, )  
(and acknowledged and )  
(Notarial Seal attached )

(Affix Corporate Seal)

  
(Individual Principal)

(Affix Corporate Seal)

(Business Address)  
Mar Con Builders, Inc.


  
(Corporate Principal)

8108A Capwell Drive  
Oakland, CA 94621  
(Business Address)

(Affix Corporate Seal)

The Ohio Casualty Insurance Company  
(Corporate Surety)

175 Berkeley St., Boston, MA 02116  
(Business Address)



By: Natalie K. Trofimoff

Attorney-in-Fact

The rate of premium on this bond is \$3.00 per thousand.

The total amount of premium charged is \$7,930.00.

The above must be filled in by Corporate Surety.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

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

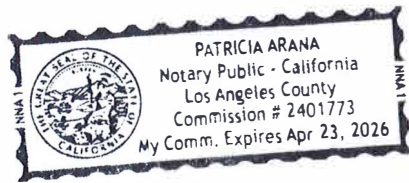
State of California )  
 ) ss  
County of Los Angeles )

On MAR 16 2023, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)



Signature:   
Patricia Arana, Notary Public

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

Bond Number: 18L005860

**KNOW ALL MEN BY THESE PRESENTS:**

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

**The Community Day School Building Modification Project located at 4917 Mountain Blvd, Oakland**, which consists of but not limited to: structural modifications to existing wood modular building (1,000 sq ft). Including new construction such as new concrete ramp, and demolition of existing non load bearing interior walls. New sub floor construction including new footings and remove and replace existing sheathing. (the "Contract").

Which said agreement dated May 11, 2023, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

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

That the said Principal and the undersigned The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Two Hundred Sixty Four Thousand Three\* Dollars (\$264,337.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

\*Hundred Thirty Seven and no/100ths

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

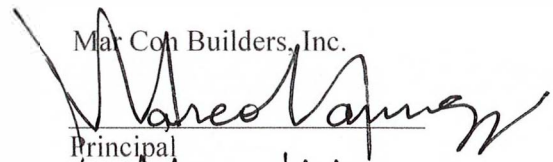
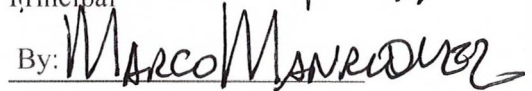
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.


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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 16th day of March, 2023

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

Mar Con Builders, Inc.  
  
Principal  
By: 

The Ohio Casualty Insurance Company  
Surety  
  
By: Natalie K. Trofimoff  
Attorney-in-Fact

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

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

State of California )  
 ) ss  
County of Los Angeles )

On MAR 16 2023, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)



Signature:   
Patricia Arana, Notary Public



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

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

Certificate No: 8204962-977459

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this MAR 16 2021 day of



By: Renee C. Llewellyn, Assistant Secretary

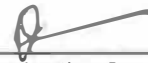


Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Community Day  
 Project: Building Modification  
 Project #: 22155  
 Estimate: \$250,000

Date: Wednesday, March 8, 2023  
 Time: 2:00 P.M.  
 Project Mgr: Victor Manansala  
 Architect: N/A

Signature of Witness to Bid 

Signature of Bid Opener 

<b>Company:</b> Rockaway Construction, Inc.	<b>Base Bid:</b> \$ 221,938.60	<b>Required Day of Bid:</b>
<b>Address:</b> 400 Old County Road, Suite #3	<b>Allowance:</b> \$ 25,000.00	Signed Bid Form <span style="float: right;">X</span>
<b>City/State:</b> Pacifica, CA 94044	<b>TOTAL:</b> \$ 246,938.60	Addendum Acknow. <span style="float: right;">X</span>
<b>Phone:</b> 650-738-9920	<b>Alternates:</b>	Bid Bond <span style="float: right;">X</span>
<b>Fax:</b> 650-359-6356		Non-Collusion <span style="float: right;">X</span>
		Iran Contracting Certification <span style="float: right;">X</span>
	<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification <span style="float: right;">X</span>
	12:35 p.m.              3/8/2023	Contractor's Sub List <span style="float: right;">X</span>
		Debarment Suspension & Schd Z
		Local Business Participation Form <span style="float: right;">X</span>
	<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms <span style="float: right;">X</span>
	2:20 p.m.                  3/8/2023	
<b>Company:</b> Mar Con Builders, Inc.	<b>Base Bid:</b> \$ 239,337.00	<b>Required Day of Bid:</b>
<b>Address:</b> 8108 A Capwell Drive	<b>Allowance:</b> \$ 25,000.00	Signed Bid Form <span style="float: right;">X</span>
<b>City/State:</b> Oakland, CA 94621	<b>TOTAL:</b> \$ 264,337.00	Addendum Acknow. <span style="float: right;">X</span>
<b>Phone:</b> 510-639-1914	<b>Alternates:</b>	Bid Bond <span style="float: right;">X</span>
<b>Fax:</b> 510-639-1915		Non-Collusion <span style="float: right;">X</span>
		Iran Contracting Certification <span style="float: right;">X</span>
	<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification <span style="float: right;">X</span>
	1:51 p.m.                  3/8/2023	Contractor's Sub List <span style="float: right;">X</span>
		Debarment Suspension & Schd Z
		Local Business Participation Form
	<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms
	2:38 p.m.                  3/8/2023	
<b>Company:</b>	<b>Base Bid:</b>	<b>Required Day of Bid:</b>
<b>Address:</b>	<b>Allowance:</b> \$25,000.00	Signed Bid Form
<b>City/State:</b>	<b>TOTAL:</b>	Addendum Acknow.
<b>Phone:</b>	<b>Alternates:</b>	Bid Bond
<b>Fax:</b>		Non-Collusion
		Iran Contracting Certification
	<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification
		Contractor's Sub List
		Debarment Suspension & Schd Z
		Local Business Participation Form
	<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms
<b>Company:</b>	<b>Base Bid:</b>	<b>Required Day of Bid:</b>
<b>Address:</b>	<b>Allowance:</b> \$25,000.00	Signed Bid Form
<b>City/State:</b>	<b>TOTAL:</b>	Addendum Acknow.
<b>Phone:</b>	<b>Alternates:</b>	Bid Bond
<b>Fax:</b>		Non-Collusion
		Iran Contracting Certification
	<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification
		Contractor's Sub List
		Debarment Suspension & Schd Z
		Local Business Participation Form
	<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms



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

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

Dear Board Members:

The undersigned, doing business under the firm name of Mar Con Builders, Inc. hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as Community Day School Building Modification **Project**, 4917 Mountain Blvd., Oakland, (the "Contract"), Project No. 22155, Scope of work includes but not limited to structural modifications to existing wood modular building (1,000 sq ft). Including new construction such as new concrete ramp, and demolition of existing non load bearing interior walls. New sub floor construction including new footings and remove and replace existing sheathing. **(the "Contract")**.

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

**Bid Amount (Base Bid):**

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

Two Hundreds Thirty-Nine thousand three Hundreds Dollars <i>Bid Amount</i> thirty-seven dollars	\$ <u>239,337.00</u>
Twenty-five Thousand Dollars <i>Contingency Allowance</i>	\$ <u>25,000.00</u>

OAKLAND UNIFIED SCHOOL DISTRICT  
COMMUNITY DAY SCHOOL  
BUILDING MODIFICATION  
PROJECT NO. 22155

BID FORM  
DOCUMENT 00 31 01



Oakland Unified School District  
Local Business Utilization



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

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	Mar Con Builders Inc	Bid Opening Date	3/9/23
Project Name	Community Day School Building Modification	Time:	2:00 PM
Project Number	22155	Project Manager:	Victor Manansala
Proposed Total Contract Amount	\$264,337	Architect:	IDA Structural Engineers
BASE BID AMOUNT	\$264,337		
Proposed Total SLBE Amount (%)	100 %		

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)								
<table border="1"> <tr> <td>Company Name</td> <td>Certifying Agency</td> </tr> <tr> <td>Mar Con Builders, Inc</td> <td>Alameda County</td> </tr> <tr> <td>Address, City/State</td> <td>Certification No. (if available)</td> </tr> <tr> <td>8108A Capwell Drive, Oakland CA 94526</td> <td>12-00024</td> </tr> </table>	Company Name	Certifying Agency	Mar Con Builders, Inc	Alameda County	Address, City/State	Certification No. (if available)	8108A Capwell Drive, Oakland CA 94526	12-00024			\$264,337	
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Address, City/State	Certification No. (if available)											
8108A Capwell Drive, Oakland CA 94526	12-00024											
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Company Name	Certifying Agency											
Address, City/State	Certification No. (if available)											
<table border="1"> <tr> <td>Company Name</td> <td>Certifying Agency</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Address, City/State</td> <td>Certification No. (if available)</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Company Name	Certifying Agency			Address, City/State	Certification No. (if available)						
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Company Name	Certifying Agency											
Address, City/State	Certification No. (if available)											
<b>TOTAL PARTICIPATION</b>	\$ 0	0 %	264.337 %	0 %								

APPROVAL - LBU Compliance Officer

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

{SR684258}

<p>Two Hundreds Sixty-four thousands three Hundreds Dollars  <i>Total Base Bid Amount</i> thirty-seven dollars</p>	<p>\$ <u>264,337.00</u></p>
<p><b><i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i></b></p>	

**Miscellaneous:**

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

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

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

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

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

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

8108 A Capwell Drive, Oakland CA 94621  
Fax: (510) 639-1915

Our Public Liability and Property Damage Insurance is placed with:

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

Our Workers' Compensation Insurance is placed with:

\_\_\_\_\_

OAKLAND UNIFIED SCHOOL DISTRICT  
COMMUNITY DAY SCHOOL  
BUILDING MODIFICATION  
PROJECT NO. 22155

BID FORM  
DOCUMENT 00 31 01

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

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

Addendum No. 1 Date      Addendum No.                      Date 2/27/2023  
Addendum No.      Date      Addendum No.                      Date       
Addendum No.      Date      Addendum No.                      Date     

This bid may be withdrawn at any time priobefore the scheduled time for opening or any authorized postponement thereof.

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
COMMUNITY DAY SCHOOL  
BUILDING MODIFICATION  
PROJECT NO. 22155

BID FORM  
DOCUMENT 00 31 01

Print or Type Name: Marco Manriquez  
Title: President  
Signature:   
Name of Company as Licensed in California: Mar Con Builders, Inc.  
Business Address: 8108A Capwell Drive, Oakland, CA 94621  
Telephone Number: (510) 639-1914  
California Contractor License No.: 829636  
Class and Expiration Date: B, 3/31/2023  
Public Works Contractor Registration No.: 1000946787  
State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_  
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: 11/30, 2016

(Name) Marco Manriquez  
(Chairman, Pres, or Vice-Pres. President

OAKLAND UNIFIED SCHOOL DISTRICT  
COMMUNITY DAY SCHOOL  
BUILDING MODIFICATION  
PROJECT NO. 22155

BID FORM  
DOCUMENT 00 31 01

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

**OAKLAND UNIFIED SCHOOL DISTRICT  
COMMUNITY DAY SCHOOL  
BUILDING MODIFICATION  
PROJECT NO. 22155**

**BID FORM  
DOCUMENT 00 31 01**

ARTS-GS

Articles of Incorporation of a  
General Stock Corporation

To form a **general stock corporation** in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A **\$100** filing fee.
- A separate, non-refundable **\$15** service fee also must be included, if you **drop off** the completed form or document.

**Important!** Corporations in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

Note: *Before submitting the completed form*, you should consult with a private attorney for advice about your specific business needs.

FILED

Secretary of State  
State of California

NOV 30 2016

IPC

This Space For Office Use Only

For questions about this form, go to [www.sos.ca.gov/business/be/filing-tips.htm](http://www.sos.ca.gov/business/be/filing-tips.htm).

**Corporate Name** (List the proposed corporate name. Go to [www.sos.ca.gov/business/be/name-availability.htm](http://www.sos.ca.gov/business/be/name-availability.htm) for general corporate name requirements and restrictions.)

- ① The name of the corporation is Mar Con Builders Inc

**Corporate Purpose**

- ② The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**Service of Process** (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

- ③ a. Marco Antonio Manriquez

Agent's Name

- b. 8108 CAPWELL DRIVE OAKLAND CA 94621  
Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box City (no abbreviations) State Zip

**Corporate Addresses**

- ④ a. 8108 CAPWELL DRIVE OAKLAND, CA 94621  
Initial Street Address of Corporation - Do not list a P.O. Box City (no abbreviations) State Zip

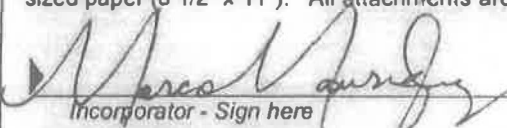
- b. 8108 CAPWELL DRIVE OAKLAND, CA 94621  
Initial Mailing Address of Corporation, if different from 4a City (no abbreviations) State Zip

**Shares** (List the number of shares the corporation is authorized to issue. Note: Before shares of stock are sold or issued, the corporation must comply with the Corporate Securities Law of 1968 administered by the California Department of Business Oversight. For more information, go to [www.dbo.ca.gov](http://www.dbo.ca.gov) or call the California Department of Business Oversight at (866) 275-2677.)

- ⑤ This corporation is authorized to issue only one class of shares of stock.

The total number of shares which this corporation is authorized to issue is 2500

This form must be signed by each incorporator. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of incorporation.

  
Incorporator - Sign here

Marco Antonio Manriquez

Print your name here

Make check/money order payable to: **Secretary of State**

Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

**By Mail**

Secretary of State  
Business Entities, P.O. Box 944260  
Sacramento, CA 94244-2600

**Drop-Off**

Secretary of State  
1500 11th Street, 3rd Floor  
Sacramento, CA 95814

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT**  
**FOR CONSTRUCTION CONTRACTS**

(Education Code Sections 45125.1 and 45125.2)

**DOCUMENT 00 43 00**

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

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

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

***[NOTE TO OWNER: Most projects create more than "limited contact" with students; however, if the owner has determined that the contractor will only have limited contact (or will have no contact) with students (for example, new construction at an isolated site), then please consult with legal counsel about whether this notice is required.]***

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

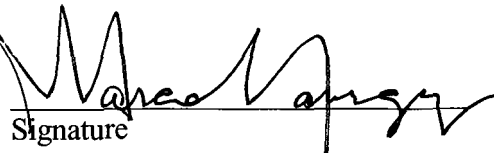


habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

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

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

Dated: 3/24/2023

  
Signature

Name: Marco Manriquez

Title: President

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

1. Murder or voluntary manslaughter.
2. Mayhem.
3. Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
4. Sodomy as defined in subdivision (c) or (d) of Section 286.
5. Oral copulation as defined in subdivision (c) or (d) of Section 288a.
6. Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
7. Any felony punishable by death or imprisonment in the state prison for life.
8. Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
9. Any robbery.
10. Arson, in violation of subdivision (a) or (b) of Section 451.
11. Sexual penetration as defined in subdivision (a) or (j) of Section 289.
12. Attempted murder.
13. A violation of Section 18745, 18750, or 18755.
14. Kidnapping.
15. Assault with the intent to commit a specified felony, in violation of Section 220.
16. Continuous sexual abuse of a child, in violation of Section 288.5.
17. Carjacking, as defined in subdivision (a) of Section 215.
18. Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
19. Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
20. Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
21. Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
22. Any violation of Section 12022.53.
23. A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

1. Murder or voluntary manslaughter.
2. Mayhem.
3. Rape.
4. Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person.
5. Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person.
6. Lewd or lascivious act on a child under the age of 14 years.
7. Any felony punishable by death or imprisonment in the state prison for life.
8. Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm.
9. Attempted murder.
10. Assault with intent to commit rape, or robbery.
11. Assault with a deadly weapon or instrument on a peace officer.
12. Assault by a life prisoner on a non-inmate.
13. Assault with a deadly weapon by an inmate.
14. Arson.
15. Exploding a destructive device or any explosive with intent to injure.
16. Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem.
17. Exploding a destructive device or any explosive with intent to murder.
18. Any burglary of the first degree.
19. Robbery or bank robbery.
20. Kidnapping.
21. Holding of a hostage by a person confined in a state prison.
22. Attempt to commit a felony punishable by death or imprisonment in the state prison for life.
23. Any felony in which the defendant personally used a dangerous or deadly weapon.
24. Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code.
25. Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person.
26. Grand theft involving a firearm.
27. Carjacking.

28. Any felony offense, which would also constitute a felony violation of Section 186.22.
29. Assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220.
30. Throwing acid or flammable substances, in violation of Section 244.
31. Assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245.
32. Assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5.
33. Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246.
34. Commission of rape or sexual penetration in concert with another person, in violation of Section 264.1.
35. Continuous sexual abuse of a child, in violation of Section 288.5.
36. Shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100.
37. Intimidation of victims or witnesses, in violation of Section 136.1.
38. Criminal threats, in violation of Section 422.
39. Any attempt to commit a crime listed in this subdivision other than an assault.
40. Any violation of Section 12022.53.
41. A violation of subdivision (b) or (c) of Section 11418.
42. Any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

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

Contractor Firm Name: Mar Con Builders, Inc.
Supervisor/Foreman Name: Armando Melero
Start Date: TBD
Completion Date: TBD
Location of Work: 4917 Mountain Blvd., Oakland CA 94619
Hours of Work: 7:00 AM - 4:00 PM
Length of Time on Grounds: 60 DAYS
Number of Employees on the Job:

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

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

- [ ] A physical barrier will be installed at the worksite to limit contact with pupils.
[ ] I am not a sole proprietorship, and my employees will be continually monitored and supervised by one of my employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

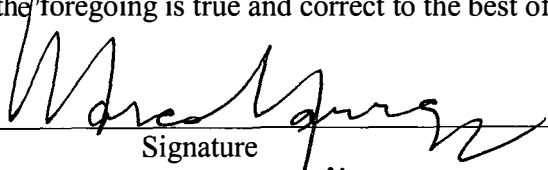
Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

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

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

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

Dated: 3/24/2023

  
Signature

Typed Name: Marco Manriquez

Title: President

Contractor: Mar Con Builders, Inc

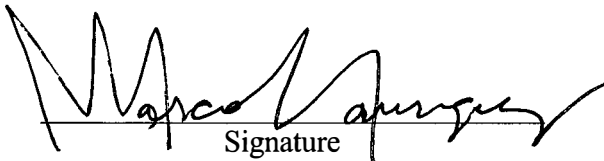
**SUFFICIENT FUNDS DECLARATION**  
**DOCUMENT 00 11 13**  
**(Labor Code section 2810)**

Owner: Oakland Unified School District  
Contract: Community Day School Modification Project

I, Marco Manriquez, declare that I am the President  
[insert title] of Mar Con Builders, Inc., the entity making and submitting the bid for  
the above Project that accompanies this Declaration, and that such bid includes sufficient  
funds to permit Mar Con Builders, Inc. [insert name of entity] to comply with all local,  
state or federal labor laws or regulations during the Project, including payment of  
prevailing wage, and that Mar Con Builders, Inc. [insert name of entity] will comply with  
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and executed on March 24, 2023 at Oakland [city],  
California [state].

Date: 3/24/2023

  
Signature  
Print Name: Marco Manriquez  
Print Title: President



Oakland Unified School District  
Local Business Utilization



LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	Mar Con Builders inc.	Bid Opening Date	3/8/23
Project Name	Community Day School Building Modification	Time:	2:00 PM
Project Number	22155	Project Manager:	Victor Manansala
Proposed Total Contract Amount	\$264,337	Architect:	JDA Structural Engineers
BASE BID AMOUNT	\$264,337		
Proposed Total SLBE Amount (%)	100 %		

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)
Company Name: Mar Con Builders, Inc. Certifying Agency: Alameda County Address, City/State: 8108A Capwell Drive, Oakland CA 94526 Certification No. (if available): 12-00024			\$264,337	
Company Name: _____ Certifying Agency: _____ Address, City/State: _____ Certification No. (if available): _____				
Company Name: _____ Certifying Agency: _____ Address, City/State: _____ Certification No. (if available): _____				
Company Name: _____ Certifying Agency: _____ Address, City/State: _____ Certification No. (if available): _____				
Company Name: _____ Certifying Agency: _____ Address, City/State: _____ Certification No. (if available): _____				
Company Name: _____ Certifying Agency: _____ Address, City/State: _____ Certification No. (if available): _____				
<b>TOTAL PARTICIPATION</b>	0	0 %	264.337 %	0 %

APPROVAL - LBU Compliance Officer

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



**SCHEDULE Z  
DOCUMENT 00 52 00**

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

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

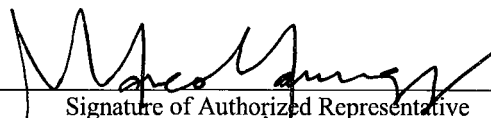
The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none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

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

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

Mar Con Builders, Inc.

Company Name



Signature of Authorized Representative

8108A Capwell Drive, Oakland CA

Address

Marco Manriquez

Type or Print Name

94621     (510)639-1914

Area Code

Phone

Date

Marco Manriquez

Type or Print Name

**END OF DOCUMENT**

**GUARANTEE/WARRANTY FORM**

**DOCUMENT 00 51 00**

Mar Con Builders, Inc. ("Contractor") hereby represents and warrants that the \_\_\_\_\_ work ("Work") which Contractor has installed for the Oakland Unified School District ("District") on the following project:

PROJECT: Community Day School Building Modification

("Project" or "Contract") has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within the warranty period provided in the Contract Documents, including but not limited to Articles 3, 9, and 12 of the General Conditions. Contractor believes that the date of completion of the entire Work was \_\_\_\_\_, 20\_\_.

In the event of the undersigned's failure to repair or replace any Work under the warranty, the District reserves all rights under the Contract Documents, including but not limited to those in Articles 3, 9, and 12 of the General Conditions.

Date: 3/24/2023

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Mansiquez

Title: President

Representatives to be contacted for service subject to terms of Contract:

Name: Marco Mansiquez

Address: 8108 A Capwell Drive, Oakland CA 94621

Phone No.: (510)639-1914

Email: marco@marconcompany.com

END OF DOCUMENT



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

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

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

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

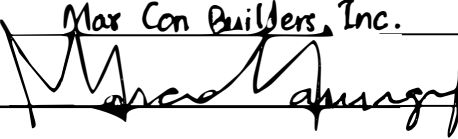
Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to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

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

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

Date: 3/24/2023

Proper Name of Contractor: Max Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President

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

PROJECT/CONTRACT NO. 22155 between Oakland Unified School District ("District") and Mar Con Builders, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

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

**1. Lead as a Health Hazard**

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

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

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

**2. Overview of California Law**

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

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

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

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

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

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

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

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

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

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

**4. Contractor's Liability**

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

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

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

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

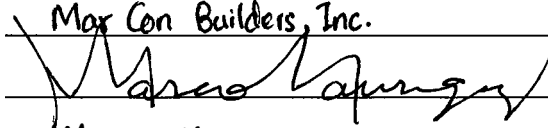
THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

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

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

Date: 3/24/2023

Proper Name of Contractor: Max Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President

END OF DOCUMENT



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

PROJECT NO. 22155 ("Project") between Oakland Unified School District (the "District" or the "Owner") and Mar Con Builders (the "Contractor" or the "Bidder").

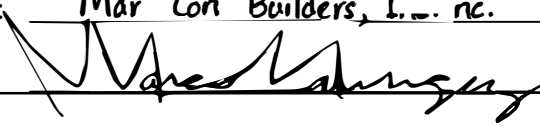
This Tobacco-Free Environment Certification form is required from the successful Bidder.

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

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

Date: 3/24/2023

Proper Name of Contractor: Mar Con Builders, I. nc.

Signature: 

Print Name: Marco Manriquez

Title: President

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

PROJECT NO. 22155 ("Project") between Oakland Unified School District (the "District" or the "Owner") and MarCon Builders (the "Contractor" or the "Bidder").

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

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

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

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

Name of firm ("Firm"): BEE GREEN Recycling & Supply

Mailing address: 725 JULIE ANNA WAY, OAKLAND, CA

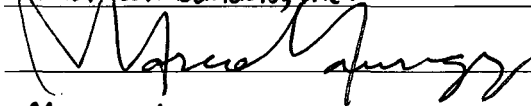
Addresses of branch office used for this Project: SAME 94621

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

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

Date: 3/24/2023

Proper Name of Contractor: MarCon Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President



## **MAR CON BUILDERS, INC.**

8108A Capwell Dr, Oakland, CA 94621

Date : 3/24/2023

RE:

OUSD Community Day School Building Modification Project No. 22155

To:

Oakland Unified School District

Mar Con Builders has demonstrated a good faith effort to reach out to suppliers for the Community Day School Project No. 22155. Mar Con Builders used the Bay Area Builders Exchange to Locate suppliers for this project, NO DVBE Suppliers were listed (please see attachments).

Mar Con Builders is self-performing all scopes on this project, NO subcontractors were solicited for this project.

Thank you,

Marco Manriquez

President/CEO

# Bay Area Builders Exchange

## Community Day School Building Modification Project

Company Name	Phone	Fax	Email	Action Date	Action
Mar Con Company	(510) 639-1914	(510) 639-1915	lauren@marconcompany.com	03/24/2023	VIEWED
Paine Construction, Inc.	(916) 889-3840		ssedlukha@gmail.com	03/14/2023	VIEWED
Carpenters Union Local 713	(510) 581-7817		amunoz@nccrc.org	03/08/2023	VIEWED
Mar Con Company	(510) 798-9871	(510) 639-1915	paul@marconcompany.com	03/08/2023	VIEWED
Mar Con Company	(510) 639-1914	(510) 639-1915	sharon@marconcompany.com	03/08/2023	VIEWED
Morris Levin & Son	(559) 686-8561	(559) 686-5461	rreynoso@morrislevin.com	03/08/2023	VIEWED
Nor Cal Doors and Cabinets	(916) 781-3027	(916) 781-3028	bennorcaldoors@aol.com	03/08/2023	VIEWED
KBI PAINTING	(707) 795-4955	(707) 777-5413	jim@kbipaint.com	03/08/2023	VIEWED
KBI PAINTING	(707) 795-4955	(707) 777-5413	jim@kbipaint.com	03/08/2023	VIEWED
Bay Line Cutting & Coring, Inc.	(415) 508-1800	(415) 508-1801	lalo@baylinecutting.com	03/08/2023	VIEWED
Bay Line Cutting & Coring, Inc.	(415) 508-1800	(415) 508-1801	lalo@baylinecutting.com	03/08/2023	VIEWED
American Glass	(925) 495-4173	(925) 498-4172	omid.arjumand@american-glass.us	03/08/2023	VIEWED
Saboo Inc.	(626) 260-2849	(000) 000-0000	tasghar@sbcglobal.net	03/07/2023	VIEWED
Glass & Sash, Inc. dba Solarium & Skylight Systems	(415) 456-2240	(415) 457-8274	nick@glassandsash.com	03/07/2023	VIEWED
Glass & Sash, Inc. dba Solarium & Skylight Systems	(415) 456-2240	(415) 457-8274	nick@glassandsash.com	03/07/2023	VIEWED
Biondi Paving, Inc.	(916) 287-9408	(916) 381-3448	JPrevite@acstamp.com	03/07/2023	VIEWED
Trahan Mechanical(Bros)	(415) 457-5541	(415) 457-5269	kimberly@trahaninc.com	03/07/2023	VIEWED
Accurate Earthworks, Inc.	(415) 206-1192	(415) 206-1194	denis@accurateearthworks.com	03/07/2023	VIEWED
Accurate Earthworks, Inc.	(415) 206-1192	(415) 206-1194	denis@accurateearthworks.com	03/07/2023	VIEWED
Accurate Earthworks, Inc.	(415) 206-1192	(415) 206-1194	denis@accurateearthworks.com	03/07/2023	VIEWED
Northern Pacific Drywall, Inc.	(707) 577-8275	(707) 577-8925	DSpann@norpacdrywall.com	03/07/2023	VIEWED
S & H Construction, Inc	(925) 917-3160	(510) 280-6087	mariajshca@yahoo.com	03/07/2023	VIEWED
OBR Electric	(510) 566-8106		oscar@obrelectric.com	03/07/2023	VIEWED
Verux, Inc.	(916) 930-6000	(888) 840-5935	sarah@veruxinc.com	03/07/2023	SAVED
Verux, Inc.	(916) 930-6000	(888) 840-5935	sarah@veruxinc.com	03/07/2023	VIEWED
Compass Engineering Contractors, Inc.	(510) 264-0225	(510) 264-0235	mwilling@compassec.com	03/07/2023	VIEWED
Mar Con Company	(510) 639-1914	(510) 639-1915	lauren@marconcompany.com	03/07/2023	VIEWED
Asbestos Management Group of California	(510) 654-8441	(510) 654-8447	Agarcia@amgofca.com	03/07/2023	VIEWED
Roofers & Waterproofers Local 81	(510) 632-0505	(510) 632-5469	rooferunion81@gmail.com	03/07/2023	SAVED
Roofers & Waterproofers Local 81	(510) 632-0505	(510) 632-5469	rooferunion81@gmail.com	03/07/2023	VIEWED
CVE Contracting Group, Inc. dba Central Valley Environmental, Northbay Division	(707) 584-1900	(707) 584-1911	jareda@cvecorp.com	03/07/2023	VIEWED

Company Name	Phone	Fax	Email	Action Date	Action
Bay Area Builders Exchange	(510) 483-8880	(510) 352-1509	jeannie@bayareabx.com	02/28/2023	VIEWED
Fremont Millwork Co.	(541) 884-5554	(541) 882-5643	lkostashchuk@fremontmillwork.com	02/28/2023	VIEWED
Norcal Voice & Data	(925) 692-0011	(925) 609-7459	Theresa@ncvd.net	02/28/2023	VIEWED
Mar Con Company	(510) 639-1914	(510) 639-1915	lauren@marconcompany.com	02/28/2023	VIEWED
Ironwood Commercial Builders, Inc.	(415) 244-0170	(925) 609-8357	cbushard@ironwoodcb.com	02/28/2023	VIEWED
CVE Contracting Group, Inc. dba Central Valley Environmental	(559) 999-4559	(559) 222-1174	MaryannM@cvecorp.com	02/28/2023	VIEWED
Professional Asbestos & Lead Services, Inc. (PALS)	(209) 244-7106	(209) 566-2177	Stevew@palscorp.com	02/28/2023	VIEWED
CVE Contracting Group, Inc. dba Central Valley Environmental, Northbay Division	(707) 584-1900	(707) 584-1911	alp@cvecorp.com	02/28/2023	VIEWED
Valley Iron Works, Inc.	(209) 368-7037	(209) 368-2488	rayw@valleyironworks.com	02/28/2023	VIEWED
NorCal Specialties LLC	(877) 755-8040		joey.stearns@norcalspecialties.com	02/28/2023	VIEWED
Ridgeline Engineering	(209) 955-0110	(209) 955-0220	dgomez@ridgelineeng.com	02/28/2023	VIEWED
Saboo Inc.	(626) 260-2849	(000) 000-0000	tasghar@sbcglobal.net	02/28/2023	VIEWED
Structure Net, Inc	(925) 292-9494	(925) 800-5810	asef@structurenetinc.com	02/27/2023	VIEWED
Carpenters Local Union No. 701	(559) 268-3895	(559) 268-2004	HectorM@drywalladmin.org	02/27/2023	SAVED
Carpenters Local Union No. 701	(559) 268-3895	(559) 268-2004	HectorM@drywalladmin.org	02/27/2023	VIEWED
James Hewatt, Inc.	(925) 240-6099	(925) 240-9899	jphiron@yahoo.com	02/27/2023	VIEWED
ABSL Construction	(510) 727-0900		Daryl@abslconstruction.com	02/27/2023	VIEWED
ABSL Construction	(510) 727-0900		Daryl@abslconstruction.com	02/27/2023	VIEWED
James Hewatt, Inc.	(925) 240-6099	(925) 240-9899	jphiron@yahoo.com	02/27/2023	VIEWED
All County Flooring	(707) 205-4229	(866) 321-2909	chris@allcountyflooring.com	02/27/2023	VIEWED
Concord Drywall	(925) 676-9255	(925) 825-9583	earl@concorddrywall.com	02/27/2023	VIEWED
Monterey Mechanical	(510) 632-3173	(510) 632-1030	R.Jaime@montmech.com	02/27/2023	VIEWED
Ridgeline Engineering	(209) 955-0110	(209) 955-0220	djosephson@ridgelineeng.com	02/27/2023	VIEWED
Bay Area Builders Exchange	(510) 483-8880	(510) 352-1509	info@bayareabx.com	02/27/2023	VIEWED
Pro-Ex Construction, Inc.	(916) 970-0097	(916) 222-1478	Bids@proexconstruction.com	02/27/2023	VIEWED
Asbestos Management Group of California	(510) 654-8441	(510) 654-8447	Agarcia@amgofca.com	02/26/2023	VIEWED
Material Survey Associates, Inc.	(415) 821-4303	(415) 821-0371	jschneider@materialsurvey.com	02/26/2023	VIEWED
Cal West Acoustics	(415) 656-6454	(000) 000-0000	joe@cwacoustics.com	02/26/2023	VIEWED
DMR Builders	(707) 596-7575	(000) 000-0000	info@dmrbuildercorp.com	02/25/2023	VIEWED
Professional Glass Installations, Inc	(408) 401-1723	(510) 350-7918	lbrock@proglassinstalls.com	02/24/2023	VIEWED
PSI3G, Inc. dba Partition Specialties	(510) 266-0076	(510) 293-9947	PSInorcal@psi3g.com	02/24/2023	VIEWED
Concrete Wall Sawing Co., Inc.	(510) 483-8440	(510) 278-8822	jim@cwsco.com	02/24/2023	VIEWED
Bay Construction Co.	(510) 658-7225	(510) 658-4890	YongKay@yahoo.com	02/24/2023	VIEWED
The Smith Company, Inc.	(916) 772-3777	(916) 772-3773	gregboom@smithcodors.com	02/24/2023	VIEWED
All About Building Inc	(916) 385-9629		allaboutbuildinginc@yahoo.com	02/24/2023	VIEWED

**PRIME BIDDER GOOD FAITH EFFORT WORKSHEET**  
**DOCUMENT 00 41 01**

*This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal*

PAGE 1 OF 2

BIDDER'S NAME <b>Mar Con Builders, Inc.</b>	BUSINESS ADDRESS 8108A Capwell Drive, Oakland CA 94621	CONTACT PERSON
TELEPHONE NUMBER (510) 639-1914	OWNER	COUNTY Alameda

**GENERAL INSTRUCTIONS:**

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

**PART I – CONTACTS**

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at <a href="https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx">https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx</a>	(916) 375-4940		
3. DVBE Organizations ( <i>List</i> ):			
Please see attached Bay Area Builders Exchange Contractors/Suppliers List.			
NO DVBE Suppliers were available.			
Please see attached Letter.			
4. Write "recorded message" in this column, if applicable.			

**PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL** – *Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed.*

*Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.*

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by **non**-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) **non**-DVBE dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district’s acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$ N/A	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier	N/A					
1.	N/A					
2.	N/A					
3.	N/A					
4.	N/A					
C. Subtotal (A & B)						
D. Non-DVBE						
E. Total Bid	\$264,337					

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

**DOCUMENT 00 41 00**

*To be completed by the Prime Bidder*

PAGE 1 OF 2

<b>PART I – IDENTIFICATION INFORMATION</b>		
BIDDER'S NAME <b>Mar Con Builders, Inc.</b>	BUSINESS ADDRESS 8108A Capwell Drive, Oakland CA 94621	TELEPHONE NUMBER <b>(510)639-1914</b>
SCHOOL DISTRICT <b>Oakland Unified School District</b>	COUNTY <b>Alameda</b>	APPLICATION NO.
<p><b>PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS</b> – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.</p> <p><b>NOTE:</b> <i>Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.</i></p>		
<b>YOUR BUSINESS ENTERPRISE</b>	<b>AND YOU</b>	<b>AND YOU</b>
A. <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).</i>	
B. <input type="checkbox"/> <i>is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
C. <input type="checkbox"/> <i>is not Disabled Veteran owned</i>	<i>will use DVBE subcontractors/ suppliers for at least 3 percent of this contract</i>	
D. <input checked="" type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>

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

*Continued on reverse side*



**PART II – ADVERTISEMENTS** You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm’s name, your firm’s contact person, and phone number.

*Attach copies of advertisements to this form.*

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	
Builders Exchange	All		March 24th 2023
Please See attached Pages			

**PART III – DVBE SOLICITATIONS** List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDS.
Was <b>not</b> selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	

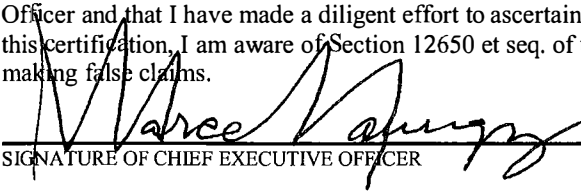
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	YES	NO		
No subcontractors were solicited for this project, all work will be self-performing by Mar Con Builders.				

**IMPORTANT NOTE:**

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

**CERTIFICATION**

I, Marco Manriquez certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

  
SIGNATURE OF CHIEF EXECUTIVE OFFICER

DATE  
3/24/2023

N/A

**ROOF PROJECT CERTIFICATION**  
(Public Contract Code §3006(a) and (b))  
**DOCUMENT 00 43 02**

No Roof

Work

Owner: Oakland Unified School District

Contract: \_\_\_\_\_ Contract  
\_\_\_\_\_ School  
\_\_\_\_\_, Alameda County, California

I, \_\_\_\_\_ [name], \_\_\_\_\_ [name of employer], 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 the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, I, \_\_\_\_\_ [name], \_\_\_\_\_ [name of employer], 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 this contract with any architect, engineer, roofing, consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_ [name], \_\_\_\_\_ [name of employer], 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 and address of building, contract date and number]

\_\_\_\_\_  
[name and address of building, contract date and number]

\_\_\_\_\_  
[name and address of building, contract date and number]

\_\_\_\_\_  
[name and address of building, contract date and number]

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

\_\_\_\_\_ Signature \_\_\_\_\_ Date

\_\_\_\_\_ Print Name

\_\_\_\_\_ Print Name of Employer





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

**Project Information**

<b>Project Name</b>	Community Day Campus Building Modification	<b>Site</b>	333
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**Basic Directions**

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

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

<b>Contractor Name</b>	Mar Con Builders	<b>Agency's Contact</b>	Marco Manriquez				
<b>OUSD Vendor ID #</b>	002712	<b>Title</b>	President				
<b>Street Address</b>	8108A Capwell Drive	<b>City</b>	Oakland	<b>State</b>	CA	<b>Zip</b>	94621
<b>Telephone</b>	510-6398-1914	<b>Policy Expires</b>					
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	22155						

**Term of Original/Amended Contract**

<b>Date Work Will Begin (i.e., effective date of contract)</b>	5-11-2023	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	7-10-2023
		<b>New Date of Contract End (If Any)</b>	

**Compensation/Revised Compensation**

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$264,337.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

**Budget Information**

*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
9655/9920	Fund 21, Measure Y	210-9655-0-9920-8500-6271-333-9180-9906-9999-22155	6271	\$264,337.00

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

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Facilities Planning and Management</b>	<b>Signature</b>		<b>Date Approved</b>	4/13/23
2.	<b>General Counsel, Department of Facilities Planning and Management</b>	<b>Signature</b>	Lozano Smith, approved as to form	<b>Date Approved</b>	3/31/23
3.	<b>Executive Director, Facilities Planning and Management</b>	<b>Signature</b>		<b>Date Approved</b>	4/13/23
4.	<b>Chief Financial Officer</b>	<b>Signature</b>		<b>Date Approved</b>	
5.	<b>President, Board of Education</b>	<b>Signature</b>	Mike Hutchinson	<b>Date Approved</b>	4/27/2023