

Board Office Use: Legislative File Info.	
File ID Number	24-2986
Introduction Date	01-22-2025
Enactment Number	
Enactment Date	



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Kenya Chatman, Executive Director, Facilities

Board Meeting Date January 22, 2025

Subject Change Order No. 1, Agreement Between Owner and Contractor – KM 106 Construction, Inc. – Melrose Leadership Academy at Sherman Elementary School Site Improvement Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Change Order No. 1, Agreement Between Owner and Contractor, by and between the **District** and **KM 106 Construction, Inc.**, San Francisco, CA, to saw cut and remove additional asphalt near soccer mini pitch, excavate compacted subgrade, regrade and apply tack oil on edges, which include PCO No. 1 for the **Melrose Leadership Academy at Sherman Elementary School Site Improvement Project**, in the not-to-exceed amount of **\$12,215.92**, increasing the contract price from **\$362,049.00** to **\$374,264.92**. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Change Order is for Melrose Leadership Academy at Sherman Elementary School Site Improvement Project for additional construction services, which include PCO No. 1 to be approved for various contract changes.

LBP (Local Business Participation Percentage) 00.0%

Recommendation Approval by the Board of Education of Change Order No. 1, Agreement Between Owner and Contractor, by and between the District and KM 106 Construction, Inc., San Francisco, CA, to saw cut and remove additional asphalt near soccer mini pitch, excavate compacted subgrade, regrade and apply tack oil on edges, which include PCO No. 1 for the Melrose Leadership Academy at Sherman Elementary School Site Improvement Project, in the not-to-exceed amount of \$12,215.92, increasing the contract price from \$362,049.00 to \$374,264.92. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 01 General Fund

Attachments

- Change Order No. 1 and Other Documents
- File ID 24-0563

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

For Design-Bid-Build Contract

Owner: Oakland Unified School District
Contract: MLA Sherman ES Site Improvement
Contractor: KM 106 Construction
Change Order No.: COR 2/ PCO 1
Date: 11/4/24

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (attach pages, if necessary):

Scope covered within this proposed change order includes labor and equipment required to sawcut and remove additional asphalt near soccer mini pitch, excavate compacted subgrade, regrade, and compact for asphalt patch, place tack oil on edges, and place and compact hot mix asphalt. Please note: \$16,005.00 of this COR will be thru AED #2.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$ 12,215.92

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 0 calendar days

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE (OTHER THAN ALLOWANCES OR CONTINGENCY):

Original Contract Price less any Allowances or Contingency:	\$ <u>362,049.00</u>
Prior Board-Approved Change Orders:	+ \$ _____
This Change Order (Subject to Board Approval):	+ \$ <u>12,215.92</u>
Adjusted Contract Price less any Allowances or Contingency:	= \$374,264.92

(For payments from allowances or a contingency, use the Approval of Allowance Expenditure or Approval of Contingency Expenditure forms.)

SUMMARY OF ADJUSTMENTS COMPLETION DEADLINE:

Original contract completion deadline (date): July 16,2024

Time extensions granted in prior change orders: 0 Calendar Days
Time extensions granted in this change order: 0 Calendar Days
Adjusted contract completion deadline: July 16,2024

The compensation (time and 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.

<p>Approved: Architect of Record</p> <p>N/A</p>	<p>Approved and Agreed: General Contractor</p> <p><i>[Signature]</i></p>	<p>Approved and Agreed:</p> <p><i>[Signature]</i></p> <p>Executive Director, of Facilities</p> <p>Date: 11/19/24</p>
<p>Date:</p>	<p>Date:</p> <p>11/21/2024</p>	<p>Director, of Facilities</p> <p>Date: 11/12/24</p>
		<p>Business Chief Officer, of Facilities</p> <p>Date:</p> <p><i>[Signature]</i></p> <p>Chief Systems and Services Officer</p> <p>Date: 11/19/24</p>

Approved as to Form:

James Traber

 OUSD Facilities Counsel

12/05/2024

 Date

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management ☎ 955 High Street Oakland, California 94601 ☎ Phone 510/535-2728 ☎ Fax 510/535-7040

Proposed Change Order No. 1

PROJECT: Site Improvement Project
MLA Sherman Elementary School

DATE: NOVEMBER 4, 2024

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: KM 106 CONSTRUCTION
1400 EGBERT AVE
SAN FRANCISCO, CA 94124

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24108
PROJECT MANAGER: Muhanad Amous

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): Scope covered within this proposed change order includes labor and equipment required to sawcut and remove additional asphalt near soccer mini pitch, excavate compacted subgrade, regrade, and compact for asphalt patch, place tack oil on edges, and place and compact hot mix asphalt. Please note: \$16,005.00 of this COR will be thru AED #2.

OTHER PROPOSED CHANGES TO THE CONTRACT:
None.

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 12,215.92

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

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

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management ☒ 955 High Street Oakland, California 94601 ☒ Phone 510/535-2728 ☒ Fax 510/535-7040

CERTIFICATION

I, Aaron Ramirez ^{AR} ~~X~~, declare the following:

KM 106 Construction Inc [Contractor company name] has contracted with Oakland Unified School District [public entity name] for the MLA Sherman Site Improvement Contract ("Contract"). KM 106 Construction Inc. [Contractor company name] authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for Oakland Unified School District [public entity name] regarding this Contract (such COR being dated August 10, 2024, and entitled COR #2, and requesting \$ 12,215.92 and/or 0 additional days), and I prepared the attached COR. I am the most knowledgeable person at KM 106 Construction Inc. [Contractor company name] regarding this COR.

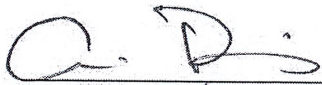
The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that 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 KM 106b Construction Inc [Contractor company name].



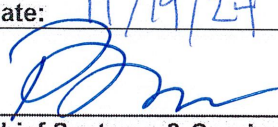
The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District [public entity name] is responsible under its Contract with KM 106 Construction [Contractor company name].


While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for KM 106 Construction [Contractor company name]) 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 October 22, 2024, at San Francisco, California.

 [signature]
 Aaron Ramirez ^{AR} ~~X~~ [name of declarant]

<p>Approved: Architect of Record</p> <p>N/A</p> <hr/> <p>Date:</p>	<p>Approved and Agreed: General Contractor</p> <p style="text-align: center;"></p> <hr/> <p>Date: 11/04/2024</p>	<p>Approved and Agreed:</p> <p style="text-align: center;"></p> <hr/> <p>Executive Director of Facilities</p> <p>Date: 11/19/24</p> <hr/> <p style="text-align: center;"></p> <hr/> <p>Chief Systems & Services Facilities</p> <p>Date: 11/19/24</p>
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EXTRA WORK BILL JOB # 24116 - MLA @ Sherman ES Site Improvements ADDRESS: 5328 Brann St., Oakland, CA	EW DATE: 08/08/24 - 08/10/24 EW TAG No: 24116-02 OWNER: OUSD	
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EXTRA WORK DESCRIPTION: SAWCUT AND REMOVE ADDITIONAL ASPHALT NEAR SOCCER MINI PITCH. EXCAVATE COMPACTED SUBGRADE. REGRADE AND COMPACT FOR ASPHALT PATCH. PLACE TACK OIL ON EDGES, PLACE AND COMPACT HOT MIX ASPHALT.

	LABOR	RT HRS	RT RATE \$	= RT \$	OT HRS	OT RATE \$	= OT \$	RT + OT
1	SUPERINTENDENT	0.00	\$ 124.94	\$ -	0.00	\$ 164.48	\$ -	\$ -
2	OPERATOR	8.00	\$ 109.61	\$ 876.88	8.00	\$ 141.86	\$ 1,134.88	\$ 2,011.76
3	SUPERVISOR	8.00	\$ 109.61	\$ 876.88	8.00	141.86	\$ 1,134.88	\$ 2,011.76
4	LABORER	8.00	77.66	\$ 621.28	8.00	\$101.10	\$ 808.80	\$ 1,430.08
5	LABORER	8.00	77.66	\$ 621.28	8.00	\$101.10	\$ 808.80	\$ 1,430.08
6	LABORER	8.00	77.66	\$ 621.28	8.00	101.1	\$ 808.80	\$ 1,430.08
7	LABORER	8.00	77.66	\$ 621.28	8.00	101.1	\$ 808.80	\$ 1,430.08
	LABOR HRS / SUBTOTAL			\$ 4,238.88			\$ 5,504.96	\$ 9,743.84
	LABOR W/MARK-UP @ 15.00%			\$ 4,986.92			\$ 6,476.42	\$ 11,205.42

EQUIPMENT & TOOLS				HRS	EQ RATE \$	EQ TOTAL \$
1	TOOL TRUCK			16.00	\$ 47.00	\$ 752.00
2	CAT 305 EXCAVATOR			16.00	\$ 81.00	\$ 1,296.00
3	CAT 279 SKID STEER			16.00	\$ 66.00	\$ 1,056.00
4	CAT BREAKER			8.00	\$ 51.00	\$ 408.00
5	SAW CUTTER			8.00	\$ 40.13	\$ 321.00
6	ROLLER			8.00	\$ 81.00	\$ 648.00
7						\$ -
8						\$ -
9						\$ -
	EQUIPMENT HRS / SUBTOTAL					\$ 4,481.00
	EQUIPMENT W/MARK-UP @ 15%					\$ 5,153.15

TRUCKING				HRS	RATE \$	TOTAL \$
1	A1 TRUCKING TO OFF HAUL			8.00	\$ 135.00	\$ 1,080.00
2	A1 TRUCKING TO IMPORT			8.00	135.00	\$1,080.00
3	MOBILIZATION/DEMOBILIZATION			12.00	140.00	\$1,680.00
	TRUCKING SUBTOTAL					\$ 3,840.00
	TRUCKING W/MARK-UP @15%					\$ 4,416.00

MATERIAL		QTY	UNIT	UP \$	COST \$	TAX 10.25%	TOTAL \$
1	DUMP FEES	1.00	LS		\$687.00		\$ 687.00
2	TACK OIL	1.00	EA		\$195.00		\$ 195.00
3	MISC CONSUMABLES	1.00	EA		\$224.80		\$ 224.80
4	HOT MIX ASPHALT	15.04	YD		\$117.57		\$ 1,768.25
5	ENCLOSURES FOR BACKFLOW	2.00	EA		\$1,800.00		\$ 3,600.00
	MATERIAL HRS / SUBTOTAL						\$ 6,475.05
	MATERIAL W/MARK-UP @ 15%						\$ 7,446.35
EXTRA WORK BILL TOTAL							\$ 28,220.92

OAKLAND UNIFIED SCHOOL DISTRICT
MLA @ SHERMAN ES SITE IMPROVEMENTS
PROJ #

PCO#002 ASPHALT REPLACEMENT NEAR SOCCER MINI PITCH

To: M. ANOUS/PM
From: Emil Vinuya, PE/Chief Cost Estimator
Date: 23-Sep-24

General Comments:

1 GENERAL CONTRACTOR: KM 106 CONSTRUCTION INC.

Hourly labor rates for Laborer/JM (Regular & OT) used by GC appear high per District approved rates.

KM106 Summary Sheet is showing 15% mark-ups but the actual dollar values were 17.65% not 15%.

2 GENERAL CONTRACTOR's COST PROPOSALS	\$ 29,365.25
ESTIMATED CONSTRUCTION COST FOR PCO#002	\$ 28,220.92

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
MLA @ SHERMAN ES SITE IMPROVEMENTS
Oakland, CA**

Project Number: 0
Date: 23-Sep-24

Decription : **PCO#1
ASPHALT REPLACEMENT NEAR SOCCER MINI PITCH**

Reference Drawing: Cost Proposal dated 09/27/2023
GEN. CONTRACTOR: KM106

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost	TOTAL
1	SHEET 1 of 2 EWO/Date			
2	SHEET 2 of 2			
3	\$ 9,743.84 8/8/24-8/1024	\$ 10,315.05	\$ 4,481.04	\$ 24,539.93
4				
5				
6				
7				
8	\$ 9,743.84	+ \$ 10,315.05	+ \$ 4,481.04	= \$ 24,539.93
9	Expenses:			
10	Material Sales Tax.....		10.25% of Total Material:	Incl.
11	Rental Sales Tax.....		10.25% of Total Rental:	Incl.
12				
13				
14			Subtotal - Line 7 thru 12:	\$ 24,539.93
15				
16	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	\$ 3,680.99
17		*(Overhead, Bond & Insurance Premiums & Profit)		
18				
19			Subtotal - Line 13 thru 19:	\$ 28,220.92
20				
21			Subcontractor's Cost - None	\$ -
22			TOTAL - Subcontractor's Cost	\$ -
23				
24	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
25			SUBTOTAL	\$ 28,220.92
26	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			
27	Subcontractor Bond & ins.:	1.50%		\$ -
28			SUBTOTAL	\$ 28,220.92
29				
30			TOTAL PROBABLE CONSTRUCTION COST - KM106	\$ 28,220.92

Detailed Estimate

MLA @ SHERMAN ES SITE IMPROVEMENTS											
										Date: #REF!	
No.	PCO#002				LABOR COST			MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		KM106									
Project Description:		ASPHALT REPLACEMENT NEAR SOCCER MINI PITCH									
1	SCOPE OF WORK:										
2	Remove backstop & footings										
3	Trenching between nature areas and to water source /drain										
4	Remove existing trees										
5	Remove AC paving										
6	Install irrigation for 3 trees										
7	Trench/Install additional line for drip system										
8	Provide/Install Backflow Preventors										
9											
10	MATERIALS:										
11	Dump fees	1.00	EA	0.00	0.00			\$ 687.00	\$ 687.00		
12	Tack Oil	1.00	EA	0.00	0.00			\$ 195.00	\$ 195.00		
13	Hot Mix Asphalt	15.04	YD	0.00	0.00			\$ 117.57	\$ 1,768.25		
14	Backflow preventor enclosure	2.00	EA					\$ 1,800.00	\$ 3,600.00		
15	Misc. Consumables	3.6%						\$ 6,250.25	\$ 224.80		
16											
17	Trucking - off haul	8	Hrs					\$ 135.00	\$ 1,080.00		
18	Trucking - Import	8	Hrs					\$ 135.00	\$ 1,080.00		
	Mob/Demo	12	Hrs					\$ 140.00	\$ 1,680.00		
19											
20	LABOR:										
21	Regular Time										
22	Operator/Sup	1.00	EA	8.00	8.00	\$ 109.61	\$ 876.88				
23	Operator/JM	1.00	EA	8.00	8.00	\$ 109.61	\$ 876.88				
24	Laborer/JM	4.00	EA	8.00	32.00	\$ 77.66	\$ 2,485.12				
25	OverTime										
26	Operator/FM	1.00	EA	8.00	8.00	\$ 141.86	\$ 1,134.88				
27	Operator/JM	1.00	EA	8.00	8.00	\$ 141.86	\$ 1,134.88				
28	Laborer/JM	4.00	EA	8.00	32.00	\$ 101.10	\$ 3,235.20				
25					96.00						
26											
27											
28											
29											
30	EQUIPMENT:										
31	Excavator, CAT 300	1.00	EA	16.00	16.00					\$ 81.00	\$ 1,296.00
32	Tool Truck	1.00	EA	16.00	16.00					\$ 47.00	\$ 752.00
33	Skidsteer, CAT 279	1.00	EA	16.00	16.00					\$ 66.00	\$ 1,056.00
34	Cat Breaker	1.00	EA	8.00	8.00					\$ 51.00	\$ 408.00
35	Saw Cutter	1.00	EA	8.00	8.00					\$ 40.13	\$ 321.04
36	Roller, Vib	1.00	EA	8.00	8.00					\$ 81.00	\$ 648.00
37											
38											
39											
40											
41											
42	SHEET TOTALS				96.00	\$ 101.50	\$ 9,743.84	\$ 10,315.05		\$ 4,481.04	



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	MLA Sherman Elementary School Site Improvement Project	Site	235
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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	KM 106 Construction, Inc.	Agency's Contact	Aaron Ramirez		
OUSD Vendor ID #	008444	Title	Owner		
Street Address	1400 Egbert Avenue, 2 nd Floor	City	San Francisco	State	CA
Telephone	510-925-6074	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes, <input checked="" type="checkbox"/> No		
OUSD Project #	24108				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-11-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	5-12-2024
		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	\$12,215.92
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
7000/9000	Fund 01	010-7000-0-9000-8500-6274-235-9130-0092-9999-24108	6274	\$12,215.92

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.	Executive Director, Facilities				
	Signature	Date Approved	Dec 16, 2024		
	<small>Kellye Hatman (Dec 16, 2024 11:10 PST)</small>				
2.	General Counsel, Facilities				
	Signature	Date Approved	12/05/2024		
3.	Chief Systems & Services Officer				
	Signature	Date Approved	Dec 26, 2024		
	<small>Preston Thomas (Dec 26, 2024 09:21 PST)</small>				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	24-0563
Introduction Date	4-10-2024
Enactment Number	24-0575
Enactment Date	4/10/2024 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management, Kenya Chatman, Executive Director of Facilities

Board Meeting Date April 10, 2024

Subject Agreement Between Owner and Contractor – KM 106 Construction, Inc. – Melrose Leadership Academy at Sherman Elementary School Site Improvement 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 **KM 106 Construction, Inc., San Francisco CA**, for the latter to demolish existing play structures, PIP matting, and asphalt, followed by the installation of play matting tiles and nature exploration areas at the **Melrose Leadership Academy at Sherman Elementary School Site Improvement Project**, in the amount of **\$362,049.00**, which includes a contingency of **\$36,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **April 11, 2024**, and required to be completed within thirty (30) days, with an anticipated ending of **May 12, 2024**.

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

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and KM 106 Construction, Inc., San Francisco CA, for the latter to demolish existing play structures, PIP matting, and asphalt, followed by the installation of play matting tiles and nature exploration areas at the Melrose Leadership Academy at Sherman Elementary School Site Improvement Project, in the amount of \$362,049.00, which includes a contingency of \$36,000.00, as the lowest responsive bidder, with the work anticipated to commence on April 11, 2024, and required to be completed within thirty (30) days, with an anticipated ending of May 12, 2024.

Fiscal Impact Fund 01, One-time Additional Budget

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 24-0563

Department: Facilities Planning and Management

Vendor Name: KM 106 Construction, Inc.

Project Name: Melrose Academy at Sherman Elementary School Site Improvements Project

Project No.: 24108

Contract Term: Intended Start: April 11, 2024

Intended End: May 12, 2024

Total Cost Over Contract Term: \$362,049.00

Approved by: Preston Thomas

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

KM 106 Construction, Inc. for the latter to provide a range of demolition and installation tasks aimed to revitalizing the playground and create new nature exploration areas. The work involves removing old play structures, play matting and asphalt layer, existing planters and several basketball hoops, for the Melrose Leadership Academy at Sherman Elementary School Site Improvements Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

[Empty text box for answer to question 1]

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 **April 11, 2024**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **KM 106 CONSTRUCTION, INC.** hereinafter called the “Contractor.”

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

ARTICLE I. SCOPE OF WORK.

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

The Melrose Leadership Academy at Sherman Elementary School Site Improvements Project, 5328 Brann Street, Oakland, CA, 94619,

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

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

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work plus Alternate Bid Item Nos. 01, & 02 listed 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.

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:

<https://www.ousd.org/facilities-planning-management-department/opportunities>

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 thirty (30) 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 April 11, 2024, in which case the deadline for Completion would be May 12, 2024.

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 **THREE HUNDRED SIXTY-TWO THOUSAND FORTY-NINE DOLLARS NO/100 (\$362,049.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **THIRTY-SIX THOUSAND DOLLARS NO/100 (\$36,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in

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

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

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

ARTICLE VII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be

mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

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

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

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

ARTICLE VIII. WORKING HOURS.

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

Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES.

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 \$2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT.

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

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

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

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XV. BINDING EFFECT.

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

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

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The

Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS.

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

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

ARTICLE XIX. WRITTEN NOTICE.

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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION

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

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

Signature: C. Ramirez

Name: DARON RAMIREZ Date: 03/01/2024

(Chairman, Pres., or Vice-Pres. PRESIDENT)

Signature Isabella Hernandez

Name: Isabella Hernandez Date: 03/04/2024

(Secretary, Asst. Secretary, CFO, or Asst. Treasure) CFO

OAKLAND UNIFIED SCHOOL DISTRICT



Benjamin Davis, President, Board of Education

4/11/2024

Date



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

4/11/2024

Date



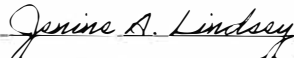
Preston Thomas (Mar 20, 2024 08:11 PDT)

**Preston Thomas, Chief Systems & Services Officer
Facilities Planning and Management**

Mar 20, 2024

Date

Approved As To Form:



Mar 20, 2024

OUSD General Counsel

Date

937674

CALIFORNIA CONTRACTOR'S
LICENSE NO.

12/31/2024

LICENSE EXPIRATION DATE

NOTE:

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

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: MLA @ Sherman Elementary School
 Project: Site Improvement
 Project #: 24108
 Estimate: \$360,000

Date: Friday, February 23, 2024
 Time: 2:00 P.M.
 Project Mgr: Muhunad
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	KM 106 Construction	Base Bid:	\$272,049.00	Required Day of Bid:	
Address:	1400 Egbert Ave	Allowance:	\$36,000.00	Signed Bid Form	X
City/State:	San Francisco, CA	TOTAL:	\$308,049.00	Addendum Acknow.	X
Phone:	510-512-6799	Alternates# 1:	39,000.00	Bid Bond	X
Fax:		Alternates# 2:	15,000.00	Non-Collusion	X
				Iran Contracting Certification	
			<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
			1:59 P.M.	2/23/2024	Contractor's Sub List
					Debarment Suspension & Schd Z
					Local Business Participation Form
			<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms
			2:16 PM	2/23/2024	

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$36,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
			<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
					Contractor's Sub List
					Debarment Suspension & Schd Z
					Local Business Participation Form
			<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$36,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
			<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
					Contractor's Sub List
					Debarment Suspension & Schd Z
					Local Business Participation Form
			<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$36,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
			<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
					Contractor's Sub List
					Debarment Suspension & Schd Z
					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
High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of KM 106 Construction Inc., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), 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 **MLA @ Sherman Elementary School, 5328 Brann Street, Oakland, (the "Contract")**, The following scopes of work will be performed as follows: The following scopes of work will be performed as follows: Demo existing play structures and play matting. Approx. 2,500 sqft. Demo existing asphalt layer. Approx. 8,000 sqft Demo existing (4) basketball hoops. Include footings. Installation of a new (2ft x 2ft) square shaped play matting tiles. Approx. 3,000 sqft. Installation of new (2) Nature Exploration Area. This includes the following: Nature Exploration Area #1 (Southwest corner of the property): Install new (5) 10ft long trees. Trees furnished by others. Furnish and install new irrigation & drainage systems. Nature Exploration Area #2 (near Soccer Mini Pitch): Install new (10) 10ft long trees. Trees furnished by others. Furnish and install new irrigation & drainage systems. Installation of new Garden & Outdoor Classroom. This includes the following: Install new (10) 10ft long trees. Trees furnished by others. Furnish and install new irrigation & drainage systems. Install slurry throughout. Approx. 20,000 sqft.

ADD ALTERNATE #1 - Wall surface preparations to receive mural(s). Approx. 7,000 sqft surface. This includes the following: Pressure wash surface, wall patching, apply primer, apply top/main coat, muralist fees

ADD ALTERNATE #2 - Demo existing (15) planters.

Inclusions:

Area of work must be fenced off to ensure a safe working environment on site. Materials should also be staged within a fenced area. Materials and debris generated during construction must be hauled off site after the work is completed. Must provide your own dumpster. Site must be cleaned after the completion of their work. Must have Sof Surfaces play matting installation certification. Post-work inspections will be coordinated with a firm provided by OUSD. Deliveries must be coordinated with OUSD.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

Bid Amount (Base Bid): **\$308,049.00**

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

OAKLAND UNIFIED SCHOOL DISTRICT
MELROSE LEADERSHIP ACADEMY @ SHERMAN ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO: 24108
JANUARY 24, 2024

BID FORM
DOCUMENT 00 31 01

Two Hundred Seventy Two Thousand Forty Nine Dollars <i>Bid Amount Without Contingency Allowance</i>	\$ 272,049.00
Thirty-Six Thousand Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	\$36,000.00
Three Hundred Eight Thousand Forty Nine Dollars <i>Total Base Bid Amount</i>	\$ 308,049.00
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

Alternate Bid Scopes:

In addition to the above base bid, the undersigned bidder proposes and agrees to perform the Contract with the following alternate scope(s) of work for the listed price adjustment(s):

ALTERNATE ITEM NO. 1: Wall surface preparations to receive mural(s). Approx. 7,000 sqft surface. This includes the following: Pressure wash surface, wall patching, apply primer, apply top/main coat, muralist fees.

ALTERNATE #2 - Demo existing (15) planters.

ALTERNATE ITEM NO. 1: Thirty Nine Thousand Dollars	\$ 39,000.00
ALTERNATE ITEM NO. 2: Fifteen Thousand Dollars	\$ 15,000.00

Miscellaneous:

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

{SR799810}2

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>

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, 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 Instructions to Bidders.

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

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

1400 Egbert Ave, San Francisco, CA 94124, aaronjr@km106.com, isabella@km106.com, fax. 510-880-4709

Our Public Liability and Property Damage Insurance is placed with:

Century Surety Co.

Our Workers' Compensation Insurance is placed with:

State Compensation Insurance Fund of California

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. <u>1</u>	Date <u>02/19/2024</u>	Addendum No. _____	Date _____
Addendum No. <u>2</u>	Date <u>02/19/2024</u>	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

This bid may be withdrawn in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form 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

{SR799810}3

OAKLAND UNIFIED SCHOOL DISTRICT
MELROSE LEADERSHIP ACADEMY @ SHERMAN ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO: 24108
JANUARY 24, 2024

BID FORM
DOCUMENT 00 31 01

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: This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. 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. 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 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.

Name of Company as Licensed in California: KM 106 Construction Inc

Business Address: 1400 Egbert Ave, San Francisco, CA 94124

Telephone Number: 510-512-6799

California Contractor License No.: 937674

Class and Expiration Date: A, B, ASB, IIAZ, C-21, C-22, Expiration: 12-31-2024

Public Works Contractor Registration No.: PW-LR-1000704655

State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: NA, 20

NA

(Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

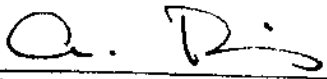
{SR799810}4

OAKLAND UNIFIED SCHOOL DISTRICT
MELROSE LEADERSHIP ACADEMY @ SHERMAN ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO: 24108
JANUARY 24, 2024

BID FORM
DOCUMENT 00 31 01

ACCEPTANCE OF OFFICE

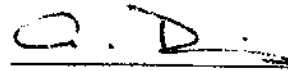
I, Aaron Ramirez, having been elected the President/CEO of KM 106 Construction Inc., a California Corporation, do hereby accept said position, together with any office pertaining thereto to which I have also been elected in connection with my position and title as the President/CEO effective on or about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



Aaron Ramirez, President of
KM 106 Construction Inc.

ACCEPTANCE OF OFFICER

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



Aaron Ramirez, President of
KM 106 Construction Inc

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

A handwritten signature in black ink, appearing to read 'A-Ramirez', written over a horizontal line.

Aaron Ramirez, Director of
KM 106 Construction Inc

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

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

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

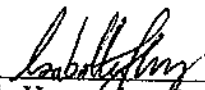
President/CEO: Aaron Ramirez

Secretary: Isabella Hernandez

Treasurer/CFO: Isabella Hernandez

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

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



Isabella Hernandez, Secretary of
KM 106 Construction Inc

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

A California Corporation

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

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


President/CEO: Aaron Ramirez

Secretary: Isabella Hernandez

Treasurer/CFO: Isabella Hernandez

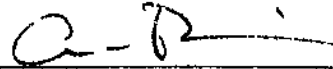
Upon motion duly made, seconded, and carried all the policy resolutions that were adopted by the Directors or the Shareholders the previous years at the annual meetings or during any special meeting during the year are hereby ratified again and carried forward into the new year.

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



Isabella Hernandez, Secretary of
KM 106 Construction Inc


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



Aaron Ramirez, Director of
KM 106 Construction Inc

ACCEPTANCE OF OFFICER

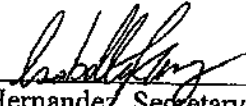
I, Isabella Hernandez, having been elected the Treasurer of KM 106 Construction Inc, a California Corporation, do hereby accept said position, together with any office pertaining thereto to which I have also been elected in connection with my position and title as the Treasurer effective on or about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



Isabella Hernandez, Treasurer of
KM 106 Construction Inc

ACCEPTANCE OF OFFICER

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



Isabella Hernandez, Secretary of
KM 106 Construction Inc

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 7901144443

KNOW ALL MEN BY THESE PRESENTS that we, KM 106 Construction Inc., as Principal, and Nationwide Mutual Insurance Company, 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 Three Hundred Sixty Two Thousand Forty Nine and No/100 Dollars (\$ 362,049.00) 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 **April 11, 2024**, for construction of

the MLA @ Sherman Elementary School Site Improvements Project, located at 5328 Brann Street, Oakland, (the "Contract"). The following scopes of work will be performed as follows: Soil Sampling; Demo existing play structures and play matting. Approx. 2,500 sqft. Demo existing asphalt layer. Approx. 8,000 sqft Demo existing (4) basketball hoops. Include footings. Installation of a new (2ft x 2ft) square shaped play matting tiles. Approx. 3,000 sqft. Installation of new (2) Nature Exploration Area. This includes the following: Nature Exploration Area #1 (Southwest corner of the property): Install new (5) 10ft long trees. Trees furnished by others. Furnish and install new irrigation & drainage systems. Nature Exploration Area #2 (near Soccer Mini Pitch): Install new (10) 10ft long trees. Trees furnished by others. Furnish and install new irrigation & drainage systems. Installation of new Garden & Outdoor Classroom. This includes the following: Install new (10) 10ft long trees. Trees furnished by others. Furnish and install new irrigation & drainage systems. Install slurry throughout. Approx. 20,000 sqft.

ADD ALTERNATE #1 - Wall surface preparations to receive mural(s). Approx. 7,000 sqft surface. This includes the following: Pressure wash surface, wall patching, apply primer, apply top/main coat, muralist fees.

ADD ALTERNATE #2 - Demo existing (15) planters.

Inclusions:

Area of work must be fenced off to ensure a safe working environment on site. Materials should also be staged within a fenced area. Materials and debris generated during construction must be hauled off site after the work is completed. Must provide your own dumpster. Site must be cleaned after the completion of their work. Must have Sof Surfaces play matting installation certification. Post-work inspections will be coordinated with a firm provided by OUSD. Deliveries must be coordinated with OUSD.

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

{SR798942} 1

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 29th day of February, 2024, 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)

(Business Address)

(Affix Corporate Seal)

KM 106 Construction Inc.
(Corporate Principal)

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

(Affix Corporate Seal)

{SR798942}2

Nationwide Mutual Insurance Company
(Corporate Surety)

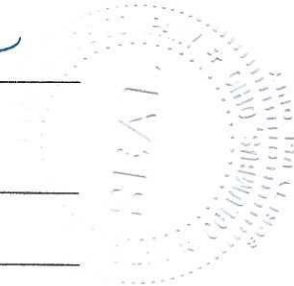
One West Nationwide Blvd., 1-14-301
Columbus, OH 43215

(Business Address)



By: Patricia S. Arana

Attorney-In-Fact



The rate of premium on this bond is \$25.00 tiered per thousand.

The total amount of premium charged is \$6,431.00.

The above must be filled in by Corporate Surety.

{SR798942}3

OAKLAND UNIFIED SCHOOL DISTRICT
MLA @ SHERMAN ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO.:24108

PERFORMANCE BOND
DOCUMENT 00 61 00

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 Feb. 29, 2024, before me, C.L. Hernandez, Notary Public, personally appeared Patricia S. Arana, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



(Seal)

Signature: C.L. Hernandez
C.L. Hernandez, Notary Public

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 7901144443

KNOW ALL MEN BY THESE PRESENTS:

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

the MLA @ Sherman Elementary School Site Improvements Contract, at 5328 Brann Street, Oakland, The following scopes of work will be performed as follows: Soil Sampling; Demo existing play structures and play matting. Approx. 2,500 sqft. Demo existing asphalt layer. Approx. 8,000 sqft Demo existing (4) basketball hoops. Include footings. Installation of a new (2ft x 2ft) square shaped play matting tiles. Approx. 3,000 sqft. Installation of new (2) Nature Exploration Area. This includes the following: Nature Exploration Area #1 (Southwest corner of the property): Install new (5) 10ft long trees. Trees furnished by others. Furnish and install new irrigation & drainage systems. Nature Exploration Area #2 (near Soccer Mini Pitch): Install new (10) 10ft long trees. Trees furnished by others. Furnish and install new irrigation & drainage systems. Installation of new Garden & Outdoor Classroom. This includes the following: Install new (10) 10ft long trees. Trees furnished by others. Furnish and install new irrigation & drainage systems. Install slurry throughout. Approx. 20,000 sqft.

ADD ALTERNATE #1 - Wall surface preparations to receive mural(s). Approx. 7,000 sqft surface. This includes the following: Pressure wash surface, wall patching, apply primer, apply top/main coat, muralist fees

ADD ALTERNATE #2 - Demo existing (15) planters.

Inclusions:

Area of work must be fenced off to ensure a safe working environment on site. Materials should also be staged within a fenced area. Materials and debris generated during construction must be hauled off site after the work is completed. Must provide your own dumpster. Site must be cleaned after the completion of their work. Must have Sof Surfaces play matting installation certification. Post-work inspections will be coordinated with a firm provided by OUSD. Deliveries must be coordinated with OUSD.

which said agreement dated April 11, 2024, and all of the Contract Documents are hereby referred to and made a part hereof;

and

{SR798938} 1

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 Nationwide Mutual Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Three Hundred Sixty Two Thousand Forty Nine and No/100 Dollars (\$ 362,049.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 29th day of February, 2024.

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

KM 106 Construction Inc.
Principal

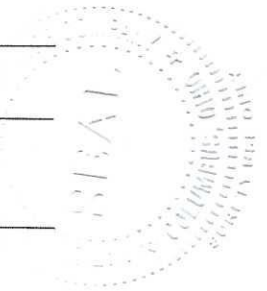
Nationwide Mutual Insurance Company

{SR798938}2

Surety

Patricia S. Arana

By: Patricia S. Arana
Attorney-in-Fact



The above bond is accepted and approved this ____ day of _____.

{SR798938}3

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 Feb. 29, 2024, before me, C.L. Hernandez, Notary Public, personally appeared Patricia S. Arana, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



(Seal)

Signature: C. L. Hernandez
C.L. Hernandez, Notary Public

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CHARLENE K NAKAMURA; EDGAR S ALBRECHT; JEFFREY STRASSNER; LISA L THORNTON; MARIA PENA; NATALIE K TROFIMOFF; NOEMI QUIROZ; PATRICIA S ARANA; TIFFANY CORONADO; TIMOTHY M TOMKO;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of February, 2024.

Assistant Secretary

BID BOND
DOCUMENT 00 40 00

Bond Number: N/A

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

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of Melrose Leadership Academy at Sherman Elementary
School Site Improvements, Project No. 24108. ¹¹
strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of agreement attached hereto and shall execute and deliver
Performance and Payment Bonds in the forms attached hereto (all properly completed in
accordance with said bid), and shall in all other respects perform the agreement created
by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force
and effect, it being expressly understood and agreed that the liability of the Surety for any
and all default of the Principal hereunder shall be the amount of this obligation as herein
stated.

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

{SR798944} 1

OAKLAND UNIFIED SCHOOL DISTRICT
MELROSE LEADERSHIP ACADEMY @ SHERMAN ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO: 24108
JANUARY 24, 2024

BID BOND
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 21st day of February, 2024, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

KM 106 Construction Inc.
(Principal) Isabella Hernandez
1400 Egbert Avenue
San Francisco, CA 94124
(Business Address)

By: Isabella Hernandez, CFO

Nationwide Mutual Insurance Company
(Corporate Surety)
One West Nationwide Blvd., 1-14-301
Columbus, OH 43215
(Business Address)

By: Natalie K. Trofimoff
Natalie K. Trofimoff, Attorney-In-Fact

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

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

{SR798944}2

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 FEB 21 2024, 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
Patricia Arana, Notary Public

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CHARLENE K NAKAMURA; EDGAR S ALBRECHT; LISA L THORNTON; MARIA PENA; NATALIE K TROFIMOFF; NOEMI QUIROZ; PATRICIA S ARANA; TIFFANY CORONADO; TIMOTHY M TOMKO;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC8270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this ___ day of

FEB 21 2024

[Handwritten signature of Laura B. Guy]

Assistant Secretary

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On 02/23/2024 before me, Venice Lising Castillo, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *V. Castillo* (Seal)



DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

PROJECT: MELROSE LEADERSHIP ACADEMY AT (Project Name)
SHERMAN ELEMENTARY SCHOOL SITE
PROJECT NO: 24108 BIDDER'S NAME KM 106 Construction Inc.
DIR 10 Digit Registration No: PW-LR-1000704655

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E).

OAKLAND UNIFIED SCHOOL DISTRICT
MELROSE LEADERSHIP ACADEMY @ SHERMAN ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO: 24108
JANUARY 24, 2024

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

{SR798843}

if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

NOTE: Reproduce page two of this section for additional listings needed beyond the length of this form.

Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
Landscape/Irrigation	\$50,500.00	Los Loza, Inc. (510) 520-2657	Castro Valley, CA	985575	1000707281
Partial Grading	\$9,600.00	Giron Construction Services, Inc. (510) 279-3918	San Francisco, CA	950100	1000007800
Partial Demo/Seal Coat	\$23,200.00	A2nd Works, Inc. (415) 538-1507	San Francisco, CA	780074	1000003862
Playmatting	\$35,451.06	Sof Surfaces USA 800-263-2363	4395 Discovery Ln Oran, CA, Petrolia	1044873	1000062451

OAKLAND UNIFIED SCHOOL DISTRICT
 MELROSE LEADERSHIP ACADEMY @ SHERMAN ELEMENTARY SCHOOL
 SITE IMPROVEMENTS
 PROJECT NO: 24108
 JANUARY 24, 2024

DESIGNATED OF SUBCONTRACTORS
 DOCUMENT 00 40 01

{SR798843}

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: MLA @ Sherman Elementary School Site Improvements

The undersigned declares:

I am the CFO of KM 106 Construction Inc, the party making the foregoing bid or proposal ("Bid").

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on February 23, 2024, at San Francisco [city], CA [state].

Signature 

Isabella Hernandez, CFO

Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
MELROSE LEADERSHIP ACADEMY @ SHERMAN ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO: 24108
JANUARY 24, 2024

NON-COLLUSION
DOCUMENT 00 40 03

SUFFICIENT FUNDS DECLARATION

DOCUMENT 00 11 13

(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: MLA @ Sherman Elementary School Site Improvements Project

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

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on February 23 20²⁴, at San Francisco*[city]*,
CA *[state]*.

Date: 02/23/2024



Signature

Print Name: Isabella Hernandez

Print Title: CFO

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS**
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code section 45125.2, and if such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. 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 simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law 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.

2. If you are providing 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).)

{SR684074} 1

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

Dated: 02/23/2024


Signature

Name: Isabella Hernandez

Title: CFO

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, 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.

{SR684074}3

- (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;

;SR684074;4

(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; and (42) any conspiracy to commit an offense described in this subdivision.

{SR684074}5

ATTACHMENT B

**INDEPENDENT CONTRACTOR STUDENT CONTACT FORM
FOR CONSTRUCTION CONTRACTS**

Note: This form must be submitted by Contractor before it may commence any work.

Contractor Firm Name:	KM 106 Construction Inc.
Supervisor/Foreman Name:	Aaron Ramirez Jr
Start Date:	May 28th, 2024
Completion Date:	07/16/2024
Location of Work:	5328 Brann Street, Oakland, CA 94619
Hours of Work:	07:00-03:30
Length of Time on Grounds:	35 working days
Number of Employees on the Job:	5

I am an owner or officer of Contractor authorized to sign this document on behalf of Contractor. Contractor acknowledges that the Owner has determined that Contractor's employees, or that Contractor as a sole proprietor, will have more than limited contact with students. Therefore, in order to comply with Education Code section 45125.2, Contractor 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.
- Contractor is not a sole proprietorship, and its employees will be continually monitored and supervised by one of its 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:

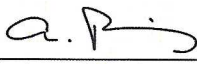
Name of employee who is the custodian of the Department of Justice verification information:

- The Owner has agreed that Contractor's employees, or Contractor as sole proprietor, will be surveilled by Owner's personnel.

If Contractor does not comply with the requirements of Education Code section 45125.2, then Contractor will comply with the requirements of Education Code section 45125.1.

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

Dated: 03/04/2024

Signature: 
Typed Name: Aaron Ramirez
Title: President
Contractor: KM 106 Construction Inc.


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 I, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

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

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

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
KM 106 Construction Inc.			
Company Name		Signature of Authorized Representative	
1400 Egbert Ave, San Francisco, CA 94124		Isabella Hernandez	
Address		Type or Print Name	
628	286-7901	02/23/2024	Isabella Hernandez
Area Code	Phone	Date	Type or Print Name

END OF DOCUMENT

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: **MLA @ Sherman Elementary School Site Improvements**

Check option that applies:

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

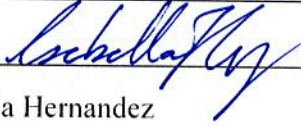
I certify that Isabel Ramirez (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the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

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

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

Date: 02/23/2024

Proper Name of Bidder: KM 106 Construction Inc.

Signature: 

Print Name: Isabella Hernandez

Title: CFO

END OF DOCUMENT

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

DOCUMENT 00 41 00

To be completed by the Prime Bidder

PAGE 1 OF 2

PART I – IDENTIFICATION INFORMATION		
BIDDER'S NAME KM 106 Construction Inc.	BUSINESS ADDRESS 1400 Egbert Ave, Second Floor, San Francisco, CA	TELEPHONE NUMBER 510-512-6799
SCHOOL DISTRICT Oakland Unified School District	COUNTY Alameda County	APPLICATION NO NA

PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – 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.

NOTE: *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.*

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).</i>	
B. <input type="checkbox"/> <i>is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
C. <input checked="" type="checkbox"/> <i>is not Disabled Veteran owned</i>	<i>will use DVBE subcontractors/ suppliers for at least 3 percent of this contract</i>	
D. <input type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>

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

Continued on reverse side

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)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1. Giron	\$9,600.00					
2.						
3.						
4.						
C. Subtotal (A & B)	\$9,600.00					
D. Non-DVBE	\$298,449.00					
E. Total Bid	\$308,049.00					

OAKLAND UNIFIED SCHOOL DISTRICT
MLA @ SHERMAN ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO 24108
{SR798826}

DVBE PARTICIPATION CERTIFICATE
DOCUMENT 00 41 00

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 KM 106 Construction Inc.	BUSINESS ADDRESS 1400 Egbert Ave, San Francisco, CA 94124	CONTACT PERSON Aaron Ramirez Jr
TELEPHONE NUMBER 510-512-6799	OWNER OUSD	COUNTY Alameda County

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	NA	NA	NA
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx	(916) 375-4940	NA	NA
3. DVBE Organizations (<i>List</i>):	NA	NA	NA
4. Write "recorded message" in this column, if applicable.	NA	NA	NA

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	
NA	NA	NA	NA

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 not 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		
NA	NA	NA	NA	NA

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, Aaron Ramirez 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 02/23/2024
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Contractor Information

Legal Entity Name
KM 106 CONSTRUCTION INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
PW-LR-1000704655
Registration effective date
7/1/2023
Registration expiration date
6/30/2024
Mailing Address
1400 Egbert Ave, NA San Francisco 94124 CA Un...
Physical Address
1400 Egbert Ave, NA San Francisco 94124 CA Un...
Email Address
Trade Name/DBA
License Number(s)
CSLB:937674

Registration History

Effective Date	Expiration Date
1/3/2021	6/30/2021
7/1/2021	6/30/2022
7/1/2022	6/30/2023
7/1/2023	6/30/2024

Legal Entity Information

Corporation Number:
Federal Employment Identification Number:
President Name:
Aaron Ramirez
Vice President Name:
Treasurer Name:
Isabella Hernandez
Secretary Name:
Isabella Hernandez
CEO Name:
Aaron Ramirez

Agent of Service Name:
Isabella Hernandez
Agent of Service Mailing Address:
1400 Egbert Ave San Francisco 94124 CA United States of America

Workers Compensation

Do you lease employees through Professional No

**Employer Organization
(PEO)?:**

**Please provide your
current workers
compensation insurance
information below:**

	PEO	PEO	PEO
PEO InformationName	Phone	Email	

Insured by Carrier

Policy Holder Name:State Compensation Insurance Fund of California**Insurance Carrier:**
STATE COMPENSATION INSURANCE FUND**Policy Number:**1972756-2022**Inception date:**
10/1/2022**Expiration Date:**10/1/2023

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 1730480

Legal Business Name:
GECMS INC

Doing Business As (DBA) Name 1:
GIRON CONSTRUCTION

Doing Business As (DBA) Name 2:

Address:
1485 Bayshore Blvd
#222
SAN FRANCISCO
CA 94124

Email Address:
bagiron@gironcms.com

Business Web Page:
www.gironcms.com

Business Phone Number:
510/229-3918

Business Fax Number:
888/391-0139

Business Types:
Construction

Certification Type	Status	From	To
DVBE	Approved	10/20/2023	10/31/2025
SB	Approved	10/20/2023	10/31/2025

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Melrose Leadership Academy at Sherman Elementary School Site Improvements	Site	235
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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	KM 106 Construction, Inc.	Agency's Contact	Aaron Ramirez		
OUSD Vendor ID #	008444	Title	Owner		
Street Address	1400 Egbert Avenue, 2 nd Floor	City	San Francisco	State	CA
Telephone	510-925-6074	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes, <input checked="" type="checkbox"/> No		
OUSD Project #	70025				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-11-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	5-12-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$362,049.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	


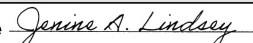

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
0007/9000	Fund 1	010-0007-0-9000-8500-6274-235-9130-0092-9999-24108	6274	\$362,049.00

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.	Executive Director, Facilities Planning and Management				
	Signature 	Date Approved	Mar 19, 2024		
2.	General Counsel, OUSD				
	Signature 	Date Approved	Mar 20, 2024		
3.	Chief Systems & Services Officer, Facilities Planning and Management				
	Signature 	Date Approved	Mar 20, 2024		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			