

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	24-0475
Introduction Date	3-27-2024
Enactment Number	24-0649
Enactment Date	4/10/2024 CJH



# Memo

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

**Board Meeting Date** March 27, 2024

**Subject** Change Order No. 1 Agreement Between Owner and Contractor – Mar Con Builders, Inc. – Kaiser Child Development Center Site Improvements Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the District and Mar Con Builders, Inc., Oakland, CA, which includes PCO's 12, 13, 14, and 15, for installation of three (3) new play structures, additional paving and demolition work to existing asphalt, concrete apron and a retaining wall, for the Kaiser Child Development Center Site Improvements Project, in the amount of \$156,911.00 increasing the contract price from \$6,551,440.00 to \$6,708,351.00 pursuant to the Change Order.

**Discussion** This Change Order is for Kaiser Child Development Center Site Improvements Project for additional paving and demolition work.

**LBP (Local Business Participation Percentage)** 43.40%

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the District and Mar Con Builders, Inc., Oakland, CA, which includes PCO's 12, 13, 14, and 15, for installation of three (3) new play structures, additional paving and demolition work to existing asphalt, concrete apron and a retaining wall, for the Kaiser Child Development Center Site Improvements Project, in the amount of \$156,911.00 increasing the contract price from \$6,551,440.00 to \$6,708,351.00 pursuant to the Change Order.

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

**Attachments**

- Change Order No. 1 and Other Documents
- Routing Form
- File ID 23-1135



**LOCAL BUSINESS PARTICIPATION WORKSHEET -  
LBU Modification / Amendment**

LBU Not Impacted  
(LBU Compliance Verification Only)

PRIME: **MarCon Builders** Original Contract Amount (Base Bid): **\$ 6,551,440.00**  
 Project: **Kaiser Elementary School** Originally Proposed LBU %: **43.6 %**  
 Project #: **21112** Amendment/Change Order No.: **1**  
 Project Manager: **Victor Manansala** Total Contract Amount (Amended Contract, to Date): **\$ 6,708,351.00**  
 Date: **02/14/24** Proposed LBU %: **43.4 %**

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s):	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
<b>PRIME Company:</b> MarCon Builders Address: 8108A Capwell Dr. City/State: Oakland, CA-94621 Phone: (510) 639-1914	\$ 2,526,547.06		37.60		SLBE
<b>Company:</b> Digital Design Communications Address: 8135 Capwell Dr, City/State: Oakland, CA 94621 Phone: (510) 632-0650	\$ 391,500.00		5.80		SLBE
<b>Company:</b> Address: City/State: Phone:	\$ 0.00				
<b>Company:</b> Address: City/State: Phone:	\$ 0.00				
<b>Company:</b> Address: City/State: Phone:	\$ 0.00				
<b>Company:</b> Address: City/State: Phone:	\$ 0.00				
	\$ 2,918,047.06	0.00 %	43.40 %	0.00 %	43.40 %

**TIFFANY KNUCKLES**  
 APPROVAL- LBU Compliance Officer  
 Feb 15, 2024

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU is impacted.



# OAKLAND UNIFIED SCHOOL DISTRICT

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

## CHANGE ORDER

### For Design-Bid-Build Contract

US  
3/7/24 - Ty

Owner: Oakland Unified School District  
Project: Campus Improvements  
School: Kaiser CDC  
Contractor: Mar Con Builders

Change Order No.: 1

Date: February 27, 2024

DSA File No.: 1-29  
DSA Application No.: 01-120416  
OUSD Project #: 21112  
Project Manager: Victor Manansala

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

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

See PCO #12 for installation of 3 new play structures.

See PCO #13 for 6" wide 24" deep concrete curb placed as a divider between pavers and existing asphalt.

See PCO #14 for expansion joints needed at retaining wall.

See PCO #15 for demolition of concrete apron that is not ADA compliant.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$156,911.00 ' 1

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 239 calendar days

# OAKLAND UNIFIED SCHOOL DISTRICT

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## SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	\$6,551,440.00
Prior Change Orders:	+ \$0
Total Contract Price Prior to this Change Order	= \$6,551,440.00
This Change Order's Adjustment:	+ \$156,911.00 ✓
Adjusted Contract Price (include all special and contingency allowances):	= \$6,708,351.00 ✓
Current Change Order's Percentage of Original Contract Price:	2.40% ✓
Total Change Orders' Percentage of Original Contract Price:	2.40%

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

## SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	November 4, 2023
Time extensions granted in prior change orders:	+ 0 Calendar Days
Time extension granted in this change order:	+ 239 Calendar Days ✓
Adjusted contract completion deadline:	= June 30, 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






# OAKLAND UNIFIED SCHOOL DISTRICT

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

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><b>Approved:</b> <b>Architect of Record</b></p> <p><u>LARRY SCHADT</u> Print Name:</p> <p> Signature:</p> <p><u>MARCH 6, 2024</u> Date:</p> <p><b>Approved as to Form:</b></p> <p><u>Jenine A. Lindsay</u> OUSD General Counsel</p> <p>Date:</p>	<p><b>Approved and Agreed:</b> <b>General Contractor</b></p> <p><u>Marco Manriquez</u> Print Name:</p> <p><u>marco manriquez</u> Signature:</p> <p><u>2/28/24</u> Date:</p>	<p><b>Approved and Agreed:</b></p> <p> <u>Executive Director, Facilities</u></p> <p><u>3.7.24</u> Date:</p> <p> <u>Chief Systems &amp; Services Officer, Facilities</u></p> <p><u>3.7.24</u> Date:</p>
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# OAKLAND UNIFIED SCHOOL DISTRICT

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

## CHANGE ORDER OR ALLOWANCE EXPENDITURE REQUEST (or Proposed Change Order) No. 12

**PROJECT:** Project: Campus Improvements  
School: Kaiser Childhood Development Center

**DATE:** FEBRUARY 02, 2024

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** MAR CON BUILDERS

**DSA FILE NO.:** 1-29  
**DSA APP NO.:** 01-120416  
**OUSD PROJECT #:** 21112  
**PROJECT MANAGER:** Victor Manansala

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

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

Install 3 new play structures: Wholetrees Water Flum, Burke Nature Play Boulders, Berliner Kids bounce. Scope also includes new drainage and water intake line for the water body.

See PCO #017 attached.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$113,829

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: \_\_\_\_\_

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# OAKLAND UNIFIED SCHOOL DISTRICT

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

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## CERTIFICATION

I, **Marco Manriquez**, declare the following:

**Mar Con Builders** has contracted with **Oakland Unified School District** for the **Kaiser CDC - Campus Improvements** Contract. **Mar Con Builders** authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for **Oakland Unified School District** regarding this Contract (such COR being dated **October 18, 2023**, requesting **\$113,829.00**), and I prepared the attached COR. I am the most knowledgeable person at **Mar Con Builders** 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 **Mar Con Builders**.

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** is responsible under its Contract with **Mar Con Builders**.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for **Mar Con Builders**) 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.

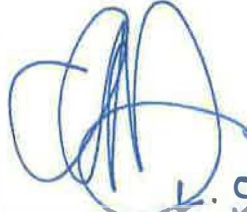

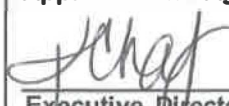

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed **February 02, 2024**, at **Oakland, California**.

*marco manriquez*  
[signature]

Marco Manriquez[name of declarant]

# OAKLAND UNIFIED SCHOOL DISTRICT

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

<b>Approved: Architect of Record</b>  <u>L. SCHADT</u> Date: 2/7/24	<b>Approved and Agreed: General Contractor</b>   <u>marco manriquez</u> Date: 2/5/24	<b>Approved and Agreed:</b>  <u>Executive Director of Facilities</u> Date: 2.16.24  <u>Chief Systems &amp; Services Facilities</u> Date: 2.16-24
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Name: Benjamin Davis  
Position: President, Board of Education

Sign:  Date: 4/11/2024

Name: Kyla Johnson-Trammell  
Position: Superintendent & Secretary, Board of Education

Sign:  Date: 4/11/2024

 2/9/24



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

**MATERIAL AND LABOR COST BREAKDOWN  
 DETAIL SHEET**

<b>PROJECT NAME:</b>	Kaiser Elementary Child Development Campus Improvements
<b>Contract Number:</b>	434
<b>CHANGE ORDER DATE.:</b>	10/18/2023
<b>CHANGE ORDER NO.:</b>	17
<b>CHANGE EVENT NO.:</b>	
<b>ALLOWANCE REQUEST:</b>	<b>Owner Contingency</b>
<b>CHANGE ORDER DESCRIPTION:</b>	Install 3 new play structures 1. WholeTrees Water Flum ( 3 logs per design) 2. Burke Nature Play Boulders ( qty 13) 3. Berliner Kids Bounce (qty 2)  Scope of work 1. New Drainage for the water body 2. New water intake line for water body 3. Labor for installing 3 new play structures 4. Material cost for intalling 3 new play structures 5. Cost includes the excavation and off hauling for all 3 play structures 6. Included the cast in place concrete for all pay structures as per the design details 7. Hauling of all the construction waster, dirt and any other waster associated to this scope of work.

LABOR				
NAME	CLASSIFICATION	Hours	RATE	TOTAL
Layout for all equipments	2 guys 2 days	16	\$ 110.69	\$ 1,771.04
Excavation and dispose	2 guys 2 day	32	\$ 110.69	\$ 3,542.08
Concrete	2 guys 1 day	16	\$ 110.69	\$ 1,771.04
Install equipment	3 guys 2 day	48	\$ 110.69	\$ 5,313.12
			\$ -	\$ -
<b>TOTAL LABOR DIRECT COSTS</b>				<b>\$ 12,397.28</b>
<b>LABOR BURDEN COSTS</b>				
				\$ -
				\$ -
<b>TOTAL LABOR BURDEN COSTS</b>				<b>\$ -</b>
<b>MAR CON LABOR MARKUP OVERHEAD 5%</b>				<b>\$619.86</b>
<b>MAR CON LABOR MARKUP PROFIT 10%</b>				<b>\$1,239.73</b>
<b>LABOR GRAND TOTAL INCLUDING DIRECT, BURDEN &amp; MARKUP COSTS</b>				<b>\$14,256.87</b>

MATERIALS			
DESCRIPTION	UNIT PRICE	QUANTITY	COSTS
SPEC ( original price \$419,540.68) ( Revised price Addum 03 \$ 481,366.36 )			\$ 61,825.68
Formwork			\$ 150.00
Concrete			\$ 1,900.00
Smalltools and supply			\$ 165.00
Hauling			\$ 1,100.00
Water pump			\$ 5,895.00
Shipping & Delivery			\$ 450.00
<b>SUBTOTAL MATERIAL (w/o Sales Tax)</b>			<b>\$ 71,485.68</b>
Sales Tax on Material - Ala. 10% + (Lumber 1.0%)			\$ 7,148.57
<b>TOTAL MATERIAL COSTS</b>			<b>\$ 78,634.25</b>

MAR CON MATERIAL MARKUP OVERHEAD 5%				\$3,931.71
MAR CON MATERIAL MARKUP PROFIT 10%				\$7,863.42
<b>MATERIAL GRAND TOTAL INCLUDING SALES TAX &amp; MARKUP</b>				<b>\$90,429.39</b>

EQUIPMENT RENTAL				
SIZE and TYPE	I.D. #	Days	RATE	COSTS
Concrete pump				\$ 1,200.00
Bob cat				\$ 990.00
Mini Skidsteer Auger Head			\$ -	\$ 250.00
Hydraulic Hammer for Skidsteer/Mini Excavator				\$ 825.00
<b>TOTAL EQUIPMENT RENTAL COSTS</b>				<b>\$ 3,265.00</b>
<b>EQUIPMENT RENTAL MARKUP 15%</b>				<b>\$ 489.75</b>
<b>EQUIPMENT GRAND TOTAL INCLUDING MARKUP</b>				<b>\$ 3,754.75</b>

Subcontractor		TOTAL
Marina - Install new water liner for water body		\$ 16,170.18
		\$ -
<b>TOTAL SUBCONTRACTOR COSTS</b>		<b>\$ 16,170.18</b>
<b>MAR CON SUBCONTRACTOR MARKUP OVERHEAD 5%</b>		<b>\$ 808.51</b>
<b>GRAND TOTAL INCLUDING LABOR, MATERIAL, EQUIPMENT AND MARKUPS</b>		<b>\$ 121,665</b>



**Telephone: 888-403-7867**

**Info@CadronCreekPlay.com**  
**www.CadronCreekPlay.com**

## Quote

<b>Quote #</b>	23-10-052	<b>Billing Address</b>	<b>ShippingAddress</b>
<b>Quote Date</b>	10/9/2023	MAR256	8108A Capwell Drive
<b>Contact</b>	Pawan Bagul	Marcon Builders	Oakland CA
<b>Phone Number</b>	510-798-1879	8108A Capwell Drive	94621 USA
<b>Fax Number</b>	(510) 639-1915	Oakland CA	
<b>E-Mail Address</b>	pawan@marconcompany.com		

**Foreign Phone Number Foreign Fax Number**

<b>Quantity</b>	<b>Product Quoted</b>	<b>Unit Price</b>	<b>Total</b>
<b>Rev</b>	<b>Product Number</b>		
1	Pump-N-Play Junior	\$5,210.00	\$5,210.00
-	60-015-0-00-00		
1	Quick Connect Bundle	\$495.00	\$495.00
-	65-001-0-15-01		
1	Maintenance Kit - Lil Guppy	\$190.00	\$190.00
-	65-002-0-04-01		

**Freight Costs are extra. These costs are added at time of order placement.**

**Total Quote Amount: \$5,895.00 USD**

**This quote valid for 7 days.**





1683 E. LOUISE AVE.  
LATHROP, CA 95330

PHONE: (925) 243-0288  
FAX: (925) 243-0988

**PROPOSED CHANGE ORDER**  
**NO. 0001**

**TITLE:** Water Connection at Water Flume

**DATE:** 10/18/23  
**JOB NO.:** 423012

**PROJECT:** Kaiser ES Child Development Center

**TO:** Jay Alvarez  
Marcon Builders  
8108A Capwell Drive  
Oakland, Ca 94621  
**Phone:** (510) 639-1914

**Fax:** (510) 639-1915

**DESCRIPTION OF PROPOSAL:**

THIS PROPOSAL IS FOR THE COST ASSOCIATED WITH THE CONNECTION OF WATER TO THE WATER FLUME. PROPOSAL ONLY INCLUDES A STUB UP FOR CONNECTION BY OTHERS. DRAIN LINE FROM FLUME DRAIN TO PERFORATED PIPE TO BE SOLID PIPE AND BACKFILLED WITH NATIVE SOIL.


PROPOSAL EXCLUDES ANY SAWCUTTING OR BORING.

ALL QUALIFICATIONS AND EXCLUSIONS PER THE FULLY EXECUTED SUBCONTRACT APPLY.

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	Water Connection at Water Flume	1	EA	16,170.18 \$	16,170.18
				<b>Unit Cost:</b> \$	-
				<b>Unit Tax:</b> \$	-
				<b>Lump Sum:</b> \$	-
				<b>Lump Tax:</b> \$	-
<b>TOTAL: \$</b>					<b>16,170.18</b> <i>a</i>

**TIME EXTENSION ..... 4 DAYS**

By: \_\_\_\_\_  
**Jay Alvarez**

By:   
**Norma Fierros**

Date: \_\_\_\_\_

Date: 10/18/2023

**EXTRA WORK CALCULATION SHEET**

MARINA LANDSCAPE, INC.  
 1900 S. LEWIS STREET  
 ANAHEIM, CA 92805  
 (714) 939-6600



landscape construction  
 landscape maintenance  
 landscape architecture  
 erosion control  
 design build

BILL TO: Marcon Builders  
 PROJECT: Kaiser ES Child Development Center

DATE: 10/18/23  
 JOB NO.: 423012

DESCRIPTION: **THIS PROPOSAL IS FOR THE COST ASSOCIATED WITH THE CONNECTION OF WATER TO THE WATER FLUME.**

QTY	DESCRIPTION	HOURS	HOURLY RATE	EXTENDED AMOUNTS
<b>*** LABOR ***</b>				
1	FOREMAN	32	72.29	2,313.28
1	OPERATOR	24	74.24	1,781.76
2	LABOR	32	62.82	4,020.48
SUB-TOTAL COST LABOR				8,115.52
1	SUPERINTENDENT @ 6% OF LABOR		486.93	486.93
1	PROJECT ENGINEER @ 3% OF LABOR		243.47	243.47
GRAND TOTAL COST LABOR				8,845.92
<b>*** EQUIPMENT ***</b>				
1	SEE ATTACHED	1	2848.09	2,848.09
TOTAL COST EQUIPMENT				2,848.09
<b>*** MATERIAL ***</b>				
1	SEE ATTACHED		1,828.43	1,828.43
1	PERMITS @ 2% OF MATERIAL		36.57	36.57
1	CITY LICENSE @ 1.1% OF L&M		117.42	117.42
TOTAL COST MATERIALS				1,982.42
TOTAL LABOR				8,845.92
20.0% LABOR MARK UP				1,769.18
TOTAL EQUIPMENT				2,848.09
15.0% MARK-UP EQUIPMENT				427.21
TOTAL MATERIALS				1,982.42
15.0% MARK-UP MATERIALS				297.36
SUBTOTAL				16,170.18
GRAND TOTAL				16,170.18

**EXTRA WORK CALCULATION SHEET**

MARINA LANDSCAPE , INC.  
 1900 S. LEWIS STREET  
 ANAHEIM, CA 92805  
 (714) 939-6600



landscape construction  
 landscape maintenance  
 landscape architecture  
 erosion control  
 design build

BILL TO: Marcon Builders  
 PROJECT: Kaiser ES Child Development Center

DATE: 10/18/23  
 JOB NO.: 423012

DESCRIPTION: **THIS PROPOSAL IS FOR THE COST ASSOCIATED WITH THE CONNECTI ONOF WATER TO THE WATER FLUME.**

QTY DESCRIPTION	HOURS	HOURLY RATE	EXTENDED AMOUNTS
<b>*** EQUIPMENT ***</b>			
1 FOREMAN TRUCK	32	30.00	960.00
1 MINI EXCAVATOR	24	55.00	1,320.00
1 SMALL TOOLS @ 7% OF LABOR	7%	8115.52	568.09
TOTAL COST EQUIPMENT			2,848.09

**EXTRA WORK CALCULATION SHEET**

MARINA LANDSCAPE , INC.  
 1900 S. LEWIS STREET  
 ANAHEIM, CA 92805  
 (714) 939-6600



landscape construction  
 landscape maintenance  
 landscape architecture  
 erosion control  
 design/build

BILL TO: Marcon Builders  
 PROJECT: Kaiser ES Child Development Center

DATE: 10/18/23  
 JOB NO.: 423012

DESCRIPTION: **THIS PROPOSAL IS FOR THE COST ASSOCIATED WITH THE CONNECTION OF WATER TO THE WATER FLUME.**

QTY	DESCRIPTION		UNIT COST	EXTENDED AMOUNTS
<b>*** MATERIAL ***</b>				
20	4" SLEEVE	LF	11.05	221.00
100	1 1/4" MAINLINE	LF	1.93	193.00
20	4" DRAINLINE	LF	11.05	221.00
1	1" TRU UNION BALL VALVE	EA	71.65	71.65
1	VALVE BOX	EA	57.34	57.34
1	COMMON BRICK	EA	0.75	0.75
1	GRAVEL	EA	11.00	11.00
1	FITTINGS	LS	763.99	763.99
1	TAX @ 8.75%	8.75%	134.73	134.73
1	MATERIAL HANDLING @ 10%	10.00%	153.97	153.97
	<b>TOTAL COST MATERIALS</b>			<b>1,828.43</b>





# Original Proposal

## Specified Play Equipment Co.

121 #1 Industrial Road

Belmont, CA 94002

800.475.1071

www.specplay.com



### ADDRESS

Bidding Contractor

### SHIP TO

Kaiser Early Childhood Center

25 S Hill Ct.

Oakland, CA 94618

Estimate 2740

DATE 03/29/2023

EXPIRATION DATE 05/31/2023

### TRACKING NO.

Kaiser EC Center

### DEPOSIT DUE NOW

50% due with order

ACTIVITY	QTY	RATE	AMOUNT
<b>Whole Trees</b> Tree Fort Version 2 (3ea) Straight Columns Buried 3'-0" 18 ea. 8'x 9-11" Top Rope 3 ea.	1	68,445.00	68,445.00T
<b>Whole Trees</b> 3-Log Pile Log Pile with 3 Branched Trees 3 ea. 10' x 8-12"	1	10,530.00	10,530.00T
<b>Whole Trees</b> Log Maze Log Maze Tree Buried 3'-0" 28 ea. 6' x 6-8"	1	37,800.00	37,800.00T
<b>Whole Trees</b> Log Steppers Log Stepper - Buried 3'-0" 71 ea. 1.5' x 12- 16"	1	67,095.00	67,095.00T
<b>Whole Trees</b> Log Tunnel (2ea) Log Tunnel 2 ea. 4' x 24" Log Base Supports 4 ea. 2' x 8-12"	1	27,270.00	27,270.00T
<b>Whole Trees</b> Net Climber Pole Climber - no steps Buried 3'-0" 3 ea. 8' x 8-12" Netting 1 ea. 6' x 6' Overhead Rope 2 ea. 6' x 1"	1	28,056.00	28,056.00T

Please write checks to  
Specified Play Equipment Co (SPEC Play)  
121 #1 Industrial Road  
Belmont, CA 94002

ACTIVITY	QTY	RATE	AMOUNT
<b>Whole Trees</b> Single Log Climber 10' x 8-12"	1	3,510.00	3,510.00T
<b>Whole Trees</b> Design, drafting, project management and shop drawings	1	24,804.00	24,804.00
<b>Berliner Play Equipment</b> SS Embankment Slides	3	17,824.00	53,472.00T
<b>Lappset Equipment</b> Flora Facade	1	3,548.00	3,548.00T
<b>Lappset Equipment</b> Little Hut, Troll Villa	1	4,227.00	4,227.00T
<b>Lappset Equipment</b> Toddler Kitchen	1	6,765.00	6,765.00T
<b>Lappset Equipment</b> Wall Panels	1	2,922.00	2,922.00T
<b>Lappset Equipment</b> Fairy's Burrow	1	8,152.00	8,152.00T
<b>Freight</b> Freight and Packaging for Berliner equipment	1	4,915.00	4,915.00
<b>Freight</b> Freight for Whole Trees equipment estimates at 10330 lbs	1	27,462.00	27,462.00
<b>Freight</b> Freight and packaging for Lappset equipment	1	7,584.00	7,584.00

Please write checks to  
Specified Play Equipment Co (SPEC Play)  
121 #1 Industrial Road  
Belmont, CA 94002



**ACTIVITY****QTY****RATE****AMOUNT**

## PLEASE NOTE:

- LONG Lead Lead time product is 18-22 weeks from date of deposit received.
- Terms: 50% due with order, balance due upon delivery.
- Estimate does not include installation or safety surfacing.
- Expect a 10% price escalation after 120 days
- This estimate is subject to change based on alterations to the contract drawings, final engineering, changes to product criteria (species, finish, etc.) or adjustments to services scope.
- Base Connection:  
Buried - Tree Forts, Log Maze, Log Steppers, Net Climber.
- Gravity Loaded - 4-log Log Piles and single Log climber
- Top Connection:  
Lag bolts - Tree Fort, Pole Climbers, Net Climber and Log Piles
- Subject to change based on final engineering and shop drawings
  
- Timbers will be sanded to minimum 60 grit level within adult reach; other members will be sanded to match visually.
- Timbers will be rendered in shop drawings to reflect discussed sizing, but appearance of all finished structures will be more irregular than depicted due to variation in natural tree form.
  
- Embankment Slide configurations pending final grades

## EXCLUSIONS:

- Receive and Offload deliveries
- Equipment storage
- Permitting
- Stamped and Sealed drawings by CA licensed SE (See Add Alt 1)

## ADD ALT 1

Stamped and Sealed footers and calcs by CA licensed SE with Geotechnical report supplied by others  
ADD \$8,550

## ADD ALT 2

3rd Party CPSI Inspection report by certified inspector upon completion  
ADD \$3,000

Please write checks to  
Specified Play Equipment Co (SPEC Play)  
121 #1 Industrial Road  
Belmont, CA 94002

ACCEPTANCE By signing below, you acknowledge and agree to our estimate, contract, exclusions, conditions, payments, and Terms and Conditions attached shall comprise to be the Agreement. The values shown above represent a specific scope; no other work should be assumed unless specifically noted in the text of the above line items.

TERMS: Client must pay 50% of the equipment listed in the Estimate amount within 5 calendar days of invoicing. Client must pay remaining balance of all equipment on or before its delivery. Client must pay the balance of the entire Estimate and/or CO within 30 calendar days of notice by SPEC that Project is Complete.

Failure to pay any amount when due shall cause interest to begin to accrue at 12% per annum on the entire unpaid amount of the Agreement. Any late payment will cause Client being responsible for a 2% late fee on any late payment. Any action by SPEC to enforce collection of Agreement amount owed, Client must pay all attorney fees and costs.

SUBTOTAL	386,557.00
TAX	32,983.68

<b>TOTAL</b>	<b>\$419,540.68</b>
--------------	---------------------

Accepted By

Accepted Date

**Note on Addendum 003:**

The current quote varies slightly from the Addendum 003. This quote reflects the SPEC revised plans. Differences are listed below:

- 28 WholeTrees Log Maze pieces in SPEC plan + quote (34 shown in Addenda)
- No Lappset Butterfly Game in SPEC plan + quote (Lappset Butterfly Game shown in Addenda)

The SPEC plan is better suited for the space when taking into consideration use zones and play equipment function. As per the architect, the SPEC plan will be sent to DSA for approval.

Please write checks to

Specified Play Equipment Co (SPEC Play)

121 #1 Industrial Road

Belmont, CA 94002

# Revised Proposal

**Specified Play Equipment Co.**

121 #1 Industrial Road  
 Belmont, CA 94002  
 800.475.1071  
 www.specplay.com



**ADDRESS**

Jay Alvarez  
 Marcon Builders  
 8108 A Capwell Dr  
 Oakland, CA 94621

**SHIP TO**

Jay Alvarez  
 Marcon Builders  
 8108 A Capwell Dr  
 Oakland, CA 94621

**Estimate 2740**

**DATE 07/27/2023**

**EXPIRATION DATE 08/04/2023**

**TRACKING NO.**

Kaiser EC Center

**DEPOSIT DUE NOW**

50% due with order

ACTIVITY	QTY	RATE	AMOUNT
<b>Whole Trees</b> Tree Fort Version 2 (3ea) Straight Columns Buried 3'-0" 18 ea. 8'x 9-11" Top Rope 3 ea.	1	68,445.00	68,445.00T
<b>Whole Trees</b> 3-Log Pile Log Pile with 3 Branched Trees 3 ea. 10' x 8-12"	1	10,530.00	10,530.00T
<b>Whole Trees</b> Log Maze Log Maze Tree Buried 3'-0" 28 ea. 6' x 6-8"	1	37,800.00	37,800.00T
<b>Whole Trees</b> Log Steppers Log Stepper - Buried 3'-0" 71 ea. 1.5' x 12- 16"	1	67,095.00	67,095.00T
<b>Whole Trees</b> Log Tunnel (2ea) Log Tunnel 2 ea. 4' x 24" Log Base Supports 4 ea. 2' x 8-12"	1	27,270.00	27,270.00T
<b>Whole Trees</b> Net Climber Pole Climber - no steps Buried 3'-0" 3 ea. 8' x 8-12" Netting 1 ea. 6' x 6' Overhead Rope 2 ea. 6' x 1"	1	28,056.00	28,056.00T

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 121 #1 Industrial Road  
 Belmont, CA 94002

ACTIVITY	QTY	RATE	AMOUNT
<b>Whole Trees</b> Single Log Climber 10' x 8-12"	1	3,510.00	3,510.00T
<b>Whole Trees</b> Water Flume 2 Segments Stump supports and Log Flume	1	11,880.00	11,880.00T
<b>Whole Trees</b> Design, drafting, project management and shop drawings	1	25,992.00	25,992.00
<b>Berliner Play Equipment</b> SS Embankment Slides	3	17,824.00	53,472.00T
<b>Berliner Play Equipment</b> Bouncers.03 including special coating	2	10,015.00	20,030.00T
<b>Lappset Equipment</b> Flora Facade	1	3,548.00	3,548.00T
<b>Lappset Equipment</b> Little Hut, Troll Villa	1	4,227.00	4,227.00T
<b>Lappset Equipment</b> Toddler Kitchen	1	6,765.00	6,765.00T
<b>Lappset Equipment</b> Wall Panels	1	2,922.00	2,922.00T
<b>Lappset Equipment</b> Fairy's Burrow	1	8,152.00	8,152.00T
<b>BCI Burke Equipment</b> Nature Play Boulders Small (4), Medium (4), Large (5)	1	15,882.00	15,882.00T
<b>Freight</b> Freight and Packaging for Burke Nature Play Boulders	1	2,782.00	2,782.00
<b>Freight</b> Freight and Packaging for Berliner equipment	1	8,994.00	8,994.00
<b>Freight</b> Freight for Whole Trees equipment estimates at 10330 lbs	1	28,548.00	28,548.00
<b>Freight</b> Freight and packaging for Lappset equipment	1	7,584.00	7,584.00

Please write checks to  
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121 #1 Industrial Road  
Belmont, CA 94002

**ACTIVITY****QTY****RATE****AMOUNT**

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- Equipment storage
- Permitting
- Stamped and Sealed drawings by CA licensed SE (See Add Alt 1)

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Stamped and Sealed footers and calcs by CA licensed SE with Geotechnical report supplied by others  
ADD \$8,550

## ADD ALT 2

3rd Party CPSI Inspection report by certified inspector upon completion  
ADD \$3,000

Please write checks to  
Specified Play Equipment Co (SPEC Play)  
121 #1 Industrial Road  
Belmont, CA 94002

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Failure to pay any amount when due shall cause interest to begin to accrue at 12% per annum on the entire unpaid amount of the Agreement. Any late payment will cause Client being responsible for a 2% late fee on any late payment. Any action by SPEC to enforce collection of Agreement amount owed, Client must pay all attorney fees and costs.

SUBTOTAL	443,484.00
TAX	37,882.36

<b>TOTAL</b>	<b>\$481,366.36</b>
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Accepted By

Accepted Date

Please write checks to  
Specified Play Equipment Co (SPEC Play)  
121 #1 Industrial Road  
Belmont, CA 94002

OAKLAND UNIFIED SCHOOL DISTRICT  
 KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT  
 PROJ # 21112  
 PCO#17 INSTALL 3 NEW PLAY STRUCTURES

To: V. MANANSALA/CM  
 From: Emil-Vinuya/Chief Cost Estimator  
 Date: 17-Jan-24

**General Comments:**

**1 GENERAL CONTRACTOR: MARCON BUILDERS**

Sales Tax are already included in Specified Play Equipment Cost Proposals. It was included again under Marcon Summary Sheet, hence duplicated. Only concrete, formwork should receive sales tax.

Hourly labor rates for excavation & concreting should be for laborer/JM & Mason/JM.

**2 SUBCONTRACTOR: MARINA**

Superintendent & Project Engineer are included in 15% OH&P and should not be billed separately.

Permits & City Licence are included in the 15%OH&P and should not be billed separately.

Smalls tools are included in the 15% OH &P and should not be billed separately.

Mark-ups for Labor, Equipment & Materials should be 15% only.

**3 GENERAL CONTRACTOR's COST PROPOSALS** **\$ 121,665.00**

**ESTIMATED CONSTRUCTION COST FOR PCO#17** **\$ 113,828.55**



# COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR  
LEARNING ENVIRONMENT  
Oakland, CA**

Project Number: 21112  
Date: 17-Jan-24

Description : **PCO#17  
INSTALL 3 NEW PLAY STRUCTURES**

Reference Drawing: **Cost Proposal dated on 10/18/2023**  
SUBCONTRACTOR: **MARCON BUILDERS**

Total Labor Cost	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$10,657.28	\$ 69,480.68	\$ 4,365.00		\$ 84,502.96
4				
5				
6				
7 \$10,657.28	+ \$ 69,480.68	+ \$ 4,365.00	=	\$ 84,502.96
8				
9	<b>Expenses:</b>		\$ 7,205.00	
10	Material Sales Tax.....	10.25% .....	of Total Material: \$	738.51
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12: \$</b>	<b>85,241.47</b>
14				
15	General Contractor OH&P:	15.00% *	Total Cost	\$ 12,786.22
16				
17			<b>Subtotal - Line 13 thru 19: \$</b>	<b>98,027.69</b>
18				
19			<b>Subcontractor's Cost -MARINA</b>	<b>\$ 13,446.35</b>
20				
21	General Contractor OH&P on Sub Cost:	5.00% *		\$ 672.32
22			<b>Subtotal</b>	<b>\$ 112,146.36</b>
23	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
24	Gen Contractor Bond & ins.:	1.50%		\$ 1,682.20
22				
23			<b>TOTAL PROBABLE CONSTRUCTION COST - MARCON BUILDERS</b>	<b>\$ 113,828.55</b>

## Detailed Estimate

KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT										
										Date: 1/17/2024
No.	PCO#17	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
<b>GEN CONTRACTOR:</b>		<b>MARCON BUILDERS</b>								
<b>Project Description:</b>		<b>INSTALL 3 NEW PLAY STRUCTURES</b>								
1	<b>SCOPE OF WORK:</b>									
2	Demolition Work									
3										
4	<b>MATERIALS</b>									
5	Specified Play Equipment Co. Original Proposals dated 03/29/2023 Estimate 2740	-1.00	LS	0.00	0.00	\$ -	\$ -	\$419,540.7	#####	
6	Specified Play Equipment Co. Revised Proposals dated 07/27/2023 estimate 2740	1.00	LS	0.00	0.00	\$ -	\$ -	\$419,540.7	\$ 481,366.36	
7	Net Increase Price								\$ 61,825.68	
8	Water Pump per Caldron Creek Play Quote 23-10-052	1.00	EA					\$ 5,895.00	\$ 5,895.00	
9	Concrete	4.00	CY					\$ 290.00	\$ 1,160.00	
10	Formwork	1.00	LS					\$ 150.00	\$ 150.00	\$ 7,205.00
11	Shipping and delivery for pump	1.00	LS					\$ 450.00	\$ 450.00	
12										
13										
14										
15										
16	<b>LABOR:</b>									
	CarpenterJM, @ 8hrs per structure	3.00	EA	5.33	16.00	\$ 110.69	\$ 1,771.04			
17	Laborer/JM, Excav & dispose	2.00	EA	16.00	32.00	\$ 74.44	\$ 2,382.08			
18	Laborer/JM, Concrete	2.00	EA	8.00	16.00	\$ 74.44	\$ 1,191.04			
19	Carpenter./JM Install Equipment	3.00	EA	16.00	48.00	\$ 110.69	\$ 5,313.12			
20					112.00					
21										
22	<b>EQUIPMENT:</b>									
23	Concrete Pump	1.00	EA	0.00	0.00				\$ 1,200.00	\$ 1,200
24	Bobcat	1.00	EA	0.00	0.00				\$ 990.00	\$ 990
25	Mini Skidsteer, Auger Head	1.00	EA	0.00	0.00				\$ 250.00	\$ 250
26	Hydraulic Hammer	1.00	EA	0.00	0.00				\$ 825.00	\$ 825
27	Hauling Cost	1.00	LS						\$ 1,100.00	\$ 1,100
28										
29										
30										
31	<b>SHEET TOTALS</b>				224.00	\$ 47.58	\$10,657.28		\$ 69,480.68	\$ 4,365

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR  
LEARNING ENVIRONMENT  
Oakland, CA**

Project Number: 21112  
Date: 17-Jan-24

Decription : **PCO#17  
INSTALL 3 NEW PLAY STRUCTURES  
CONNECTION OF WATER TO WATER FLUME**

Reference Drawing: Cost Proposal dated on 10/18/2023  
SUBCONTRACTOR: MARINA

	Total General Contractor's Carpenter/. Costs	B) Total Material	C) Total Rental Equipment Cost	TOTAL
1	SHEET 1 of 2			
2	SHEET 2 of 2			
3	\$ 8,115.520	\$ 1,693.70	\$ 2,280.00	\$ 12,089.22
4				
5				
6				
7	\$ 8,115.52	+ \$ 1,693.70	+ \$ 2,280.00	= \$ 12,089.22
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....		8.75% ..... of Total Material:	\$ 134.73
11	Rental Sales Tax.....		10.25% ..... of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 12,223.95</b>
14				
15	General Contractor OH &P:		10.00% * Total Cost	\$ 1,222.40
16				
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 13,446.35</b>
19				
20			<b>Subcontractor's Cost -</b>	<b>\$ -</b>
21				
22			<b>SUBTOTAL</b>	
23	General Contractor OH&P on Sub Cost:		5.00% *	\$ -
24				
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
26	Subcontractor Bond & ins.:			\$ -
24				
25			<b>TOTAL PROBABLE CONSTRUCTION COST - MARINA</b>	<b>\$ 13,446.35</b>

## Detailed Estimate

KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT												
										Date: 1/17/2024		
No.	PCO#17				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	
<b>SUBCONTRACTOR:</b>		<b>MARINA</b>										
<b>Project Description:</b>		<b>INSTALL 3 NEW PLAY STRUCTURES</b>										
1	<b>SCOPE OF WORK:</b>											
2	<b>CONNECTION OF WATER TO WATER FLUME</b>											
3												
4	<b>MATERIALS:</b>											
5	Sleeve, 4"	20.00	EA	0.00	0.00	\$ -		\$ 11.05	\$ 221.00			
6	Mainline, 1-1/4"	100.00	LF	0.00	0.00	\$ -		\$ 1.93	\$ 193.00			
7	Drainline, 4"	20.00	LF	0.00	0.00	\$ -		\$ 11.05	\$ 221.00			
8	Tru Union valve Valve, 1"	1.00	EA	0.00	0.00	\$ -		\$ 71.65	\$ 71.65			
9	Valve Box, 1"	1.00	EA	0.00	0.00	\$ -		\$ 57.34	\$ 57.34			
10	Common Brick	1.00	EA	0.00	0.00	\$ -		\$ 0.75	\$ 0.75			
11	Gravel	1.00	EA	0.00	0.00	\$ -		\$ 11.00	\$ 11.00			
12	Fittings	1.00	LS	0.00	0.00	\$ -		\$ 763.99	\$ 763.99			
13	Materials Handling	1.00	LS	0.00	0.00	\$ -		\$ 153.97	\$ 153.97			
14												
15	<b>LABOR:</b>											
16	Foreman	1.00	EA	32.00	32.00	\$ 72.29	\$ 2,313.28					
17	Operator/JM	1.00	EA	24.00	24.00	\$ 74.24	\$ 1,781.76					
18	Laborer/JM	2.00	EA	32.00	64.00	\$ 62.82	\$ 4,020.48					
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
32	<b>EQUIPMENT:</b>											
33	Foreman's truck	1.00	EA	32.00	32.00				\$ 30.00	\$ 960		
34	Mini Excavators	1.00	EA	24.00	24.00				\$ 55.00	\$ 1,320		
35												
36												
37												
38												
39												
40												
41	<b>SHEET TOTALS</b>			<b>56.00</b>	<b>\$ 144.92</b>	<b>\$8,115.52</b>		<b>\$ 1,693.70</b>		<b>\$ 2,280</b>		

# OAKLAND UNIFIED SCHOOL DISTRICT

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

## CHANGE ORDER OR ALLOWANCE EXPENDITURE REQUEST (or Proposed Change Order) No. 13

**PROJECT:** Project: Campus Improvements  
School: Kaiser Childhood Development Center

**DATE:** FEBRUARY 08, 2024

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** MAR CON BUILDERS

**DSA FILE NO.:** 1-29  
**DSA APP NO.:** 01-120416  
**OUSD PROJECT #:** 21112  
**PROJECT MANAGER:** Victor Manansala

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

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

See Mar Con PCO #019 and RFI #59 attached.

Per RFI# 59, there is no current divider between the new paving section and existing asphalt. A 6" wide 24" deep concrete curb will be placed as a divider that will be flush with the pavers.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$10,738.00 ✓

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 510/879-8385 • Fax 510/879-1860

## CERTIFICATION

I, **Marco Manriquez**, declare the following:

**Mar Con Builders** has contracted with **Oakland Unified School District** for the **Kaiser CDC - Campus Improvements** Contract. **Mar Con Builders** authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for **Oakland Unified School District** regarding this Contract (such COR being dated **December 14, 2023**, requesting **\$10,738.00**), and I prepared the attached COR. I am the most knowledgeable person at **Mar Con Builders** 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 **Mar Con Builders**.

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** is responsible under its Contract with **Mar Con Builders**.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for **Mar Con Builders**) 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 **February 08, 2024**, at **Oakland, California**.

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

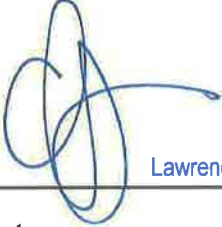


### Approved as to Form:

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

\_\_\_\_\_  
Date

# OAKLAND UNIFIED SCHOOL DISTRICT

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

<p><b>Approved: Architect of Record</b></p>  <p>Lawrence Schadt</p> <hr/> <p><b>Date:</b> February 14, 2024</p>	<p><b>Approved and Agreed: General Contractor</b></p> <p><i>marco manriquez</i></p> <hr/> <p><b>Date:</b> 2/12/24</p>	<p><b>Approved and Agreed:</b></p>  <hr/> <p><b>Executive Director of Facilities</b></p> <p><b>Date:</b> 2.16.24</p>  <hr/> <p><b>Chief Systems &amp; Services Facilities</b></p> <p><b>Date:</b> 2.16.24</p>
--	---	--





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

**MATERIAL AND LABOR COST BREAKDOWN  
 DETAIL SHEET**

**PROJECT NAME:** Kaiser Elementary Child Development Campus Improvements  
**PROJECT NUMBER:** 434  
**CHANGE ORDER DATE.:** 12/14/2023  
**CHANGE ORDER NO.:** PCO #019

Change in curb demensions to accommodate full paver section as per detail  
 \*\* install a 6" x 24" curb in leiu of a 6"x6" curb

**CHANGE ORDER DESCRIPTION:**

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
<b>LABOR DIRECT COSTS</b>				
Layout		8	\$ 110.69	\$ 885.52
		0	\$ 110.69	\$ -
		0	\$ 110.69	\$ -
<b>TOTAL LABOR DIRECT COSTS</b>				<b>\$ 885.52</b>
<b>LABOR BURDEN COSTS</b>				
				\$ -
				\$ -
				\$ -
<b>TOTAL LABOR BURDEN COSTS</b>				<b>\$ -</b>
<b>LABOR MARKUP 15%</b>				<b>\$132.83</b>
<b>LABOR GRAND TOTAL INCLUDING DIRECT, BURDEN &amp; MARKUP COSTS</b>				<b>\$1,018.35</b>

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

EQUIPMENT RENTAL				
SIZE and TYPE	I.D. #	Days	RATE	COSTS
0			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>TOTAL EQUIPMENT RENTAL COSTS</b>				<b>\$ -</b>
<b>EQUIPMENT RENTAL MARKUP 15%</b>				<b>\$ -</b>
<b>EQUIPMENT GRAND TOTAL INCLUDING MARKUP</b>				<b>\$0.00</b>

Subcontractor		TOTAL
McKim Corp		\$ 11,565.78
		\$ -
<b>TOTAL SUBCONTRACTOR RENTAL COSTS</b>		<b>\$ 11,565.78</b>
<b>SUBCONTRACTOR MARKUP 5%</b>		<b>\$ 578.29</b>
<b>TOTAL SUBCONTRACTOR DIRECT COSTS</b>		<b>\$ 12,144.07</b>
<b>BOND COSTS @ 2%</b>		<b>\$ 263.25</b>
<b>GRAND TOTAL INCLUDING LABOR, MATERIAL, EQUIPMENT AND MARKUPS</b>		<b>\$ 13,426</b>

Project Name: Kaiser Child Development - Playground Reconstruct  
 Owner / Agency: Marcon Builders  
 Subcontractor: McKim Corporation

Date: 10/2/2023

Change Order Request Number: 7 R2 Retaining Curb for pavers

Reasoning for Change Order:

Change in curb dimensions to accommodate full paver section as per detail  
 \*\* install a 6" x 24" curb in lieu of a 6"x6" curb

98 LF along the Staircase section (extend depth of curb being called out by 18")

**TOTAL: 98 LF of Curb dimension extension**

Change Order Request Breakdown:

Labor:	\$	8,059.20		
Material:	\$	1,248.00		
Equipment:	\$	750.00		
Haul / dump	\$	-		
Sub Contractors	\$	-		
McKim Sub Total Cost:	\$	10,057.20		
Overhead and Profit:	\$	1,508.58	15%	(8% Over head + 7% Profit )
<b>SUB TOTAL :</b>	<b>\$</b>	<b>11,565.78</b>		

<b>Subtotal :</b>	<b>\$</b>	<b>11,565.78</b>	
Applicable taxes:	\$	-	(included in Material Pricing)
<b>SUBTOTAL OF ALL ABOVE:</b>	<b>\$</b>	<b>11,565.78</b>	
Bond Cost:	\$	-	0% No bond provided
<b>FINAL TOTAL AMOUNT:</b>	<b>\$</b>	<b>11,565.78</b>	



Project Name: KAISER ES OAKLAND	Date: 10/2/2023
Owner/Agency: MARCON BUILDERS	
Scope of work: Please see cover sheet	

Labor Breakdown:				
Employee #	Name:	Hours	Rate: (p/hr)	AMOUNT:
	Field Superintendent/Foreman	16	\$ 146.20	\$ 2,339.20
	Laborers	8	\$ 85.00	\$ 680.00
	Operators	0	\$ 125.00	\$ -
	Cement Masons	48	\$ 105.00	\$ 5,040.00
<b>TOTAL LABOR AMOUNT:</b>				<b>\$ 8,059.20</b>

(1 labor striping extra curb forms /1 day )  
( 3 cement masons for 2 days )

Equipment Breakdown:				
Eq. #	Equipment Name	Days	Rate: (p/day)	AMOUNT:
	Crew Truck	3	\$ 250.00	\$ 750.00
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
<b>TOTAL EQT. AMOUNT:</b>				<b>\$ 750.00</b>

\*\* daily rates include, fuel, insurance, repairs/maintenance \*\*

Material Breakdown:				
Vendor	Description	QTY (TONS)	Rate:	AMOUNT:
	Forms p/LF	96	\$ 3.00	\$ 288.00
	Stakes p/EA	64	\$ 2.50	\$ 160.00
	Concrete p/CY	4	\$ 200.00	\$ 800.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>TOTAL MATERIAL AMOUNT:</b>				<b>\$ 1,248.00</b>

Haul / Dump Breakdown:	Amount:
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
<b>TOTAL AMOUNT:</b>	<b>\$ -</b>

SUBCONTRACTORS Breakdown:	Amount:
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
<b>TOTAL AMOUNT:</b>	<b>\$ -</b>



**Mar Con Builders, Inc**  
 8108a Capwell Dr  
 Oakland, California 94621  
 P: (510) 639-1914

**Project: 434-06-23 Kaiser Child Development Ctr**  
 25 S Hill Ct  
 Oakland, California 94618

## RFI #59: Proposed Changes to Backside of Portable D

<b>Status</b>	Open		
<b>To</b>	Larry Schadt Angie Kim	<b>From</b>	Mandar Walke (Mar Con Builders, Inc.)
<b>Date Initiated</b>	Oct 3, 2023	<b>Due Date</b>	Oct 6, 2023
<b>Location</b>		<b>Project Stage</b>	Course of Construction
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	N/A
<b>Linked Drawings</b>			
<b>Received From</b>	John Spencer (Mar Con Builders, Inc.)	<b>Sub Job</b>	
<b>Copies To</b>	Jay Alvarez (Mar Con Builders, Inc.), Jorge De Anda , Marco Manriquez (Mar Con Builders, Inc.), Victor Manansala , John Spencer (Mar Con Builders, Inc.), Russell Strong		

### Activity

#### Question

**Question from Mandar Walke Mar Con Builders, Inc. on Thursday, Sep 28, 2023 at 04:13 PM PDT**

Per talk with Angie (GPA) on 10/2, clarifications were addressed relating to the existing conditions of Portable D. Please confirm the following recommendations are acceptable per field agreement on site:

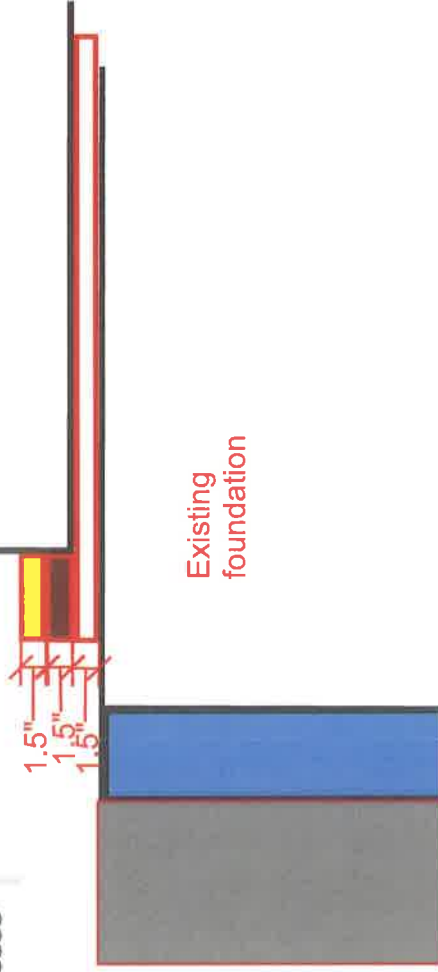
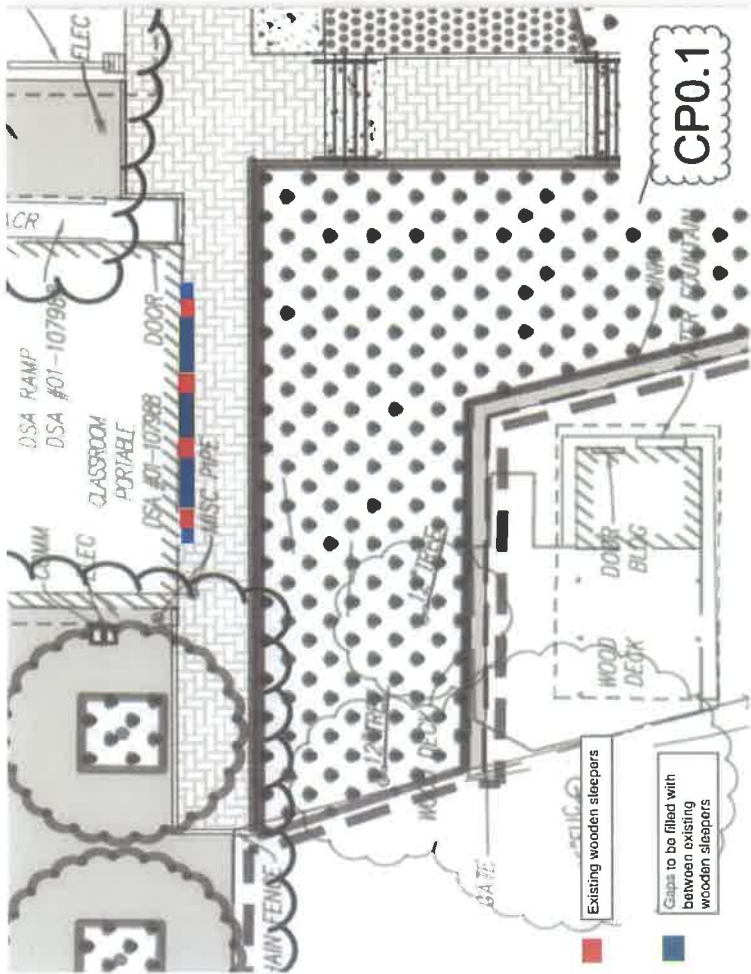
- 1) There is no current divider between the new paving section and the existing asphalt which is currently butted up to the portable foundation. MarCon is proposing the placement of a 6" wide, 24" deep concrete curb. The top of the curb will be flush with the pavers (see attached sketch for reference).
- 2) Portable D has foundation sleepers as supports, they extend out past the building wall, onto the existing asphalt (see photo attached). MarCon is proposing to install a similar wooden sleeper to bridge the gap between the existing sleepers, then adding two layers of similar-sized (1.5" thick) wooden sleepers on top of it (redwood material for the top layer). This stack should be 4.5" high, visually easy to spot, and will avoid a tripping hazard for students (see Attachment B sketch for reference).






#### Attachments

[Attachment B.pdf](#), [Attachment A.jpeg](#)

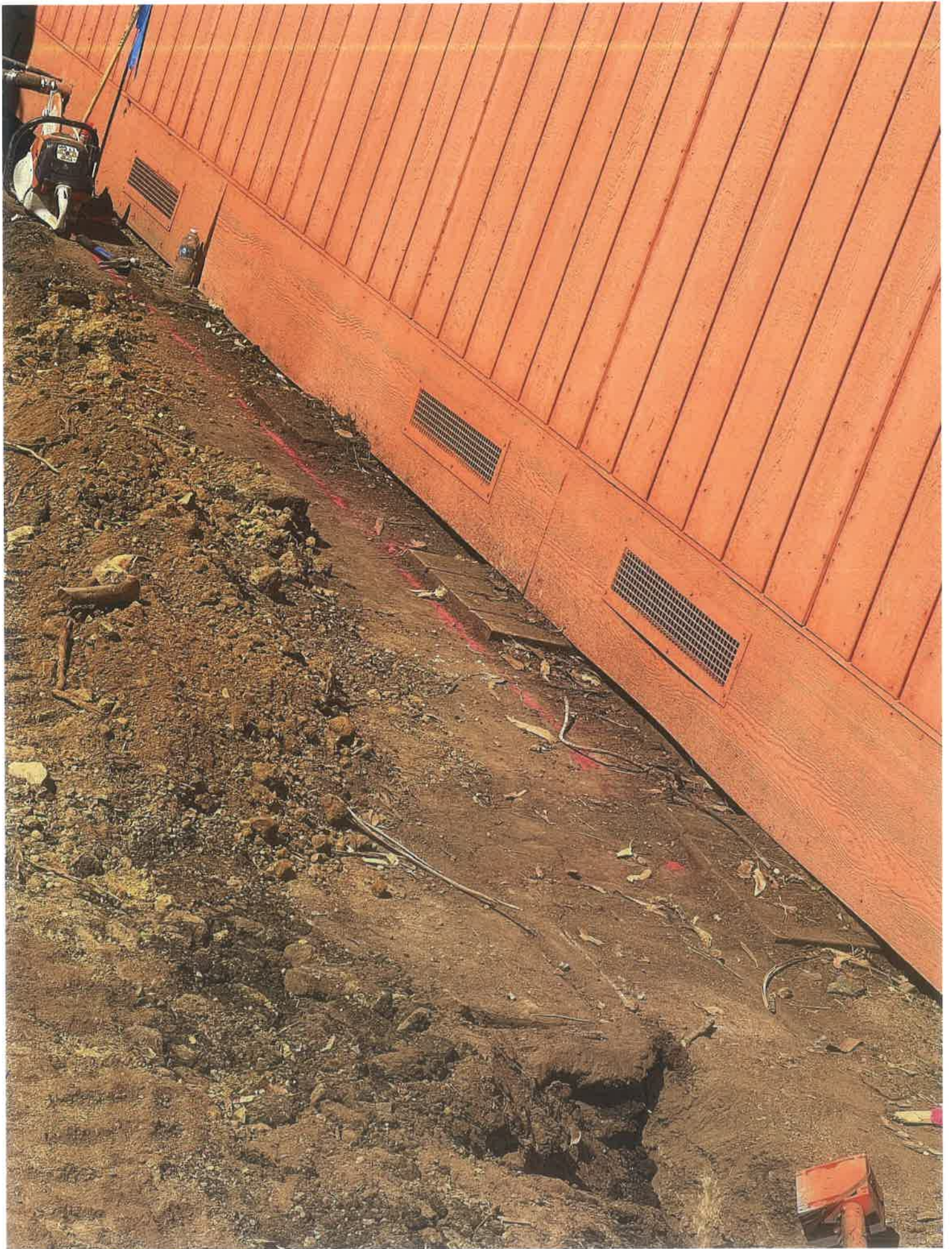
*Awaiting an Official Response*

**Proposed per Attachment B is acceptable - GPA**



-  Paved Pathway
-  6"w x 24" curb
-  Existing wooden sleeper
-  Additional layer of wooden sleeper
-  RedWood sleeper







OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT  
PROJ # 21112  
PCO#019 R2 CHANGE IN CURB DIMENSIONS TO ACCOMMODATE FULL PAVER SECTION

To: V. MANANSALA/CM  
From: Emil Vinuya/Chief Cost Estimator  
Date: 6-Feb-24

General Comments:

1 GENERAL CONTRACTOR: MARCON BUILDERS

Per General Conditions of Contract, General Contractor's Bond & Insurance is only 1.5% not 2% used by Marcon.

2 SUBCONTRACTOR: MCKIM CONSTRUCTION

Per General Conditions of Contract, Subcontractor's OH&P is only 10% not 15% used by Sub.

Working foreman rate is the maximum to be included in the direct cost. Labor hourly rates used appear high compared to current OUSD approved hourly rates.

Truck should only be 16 hours not 24.

2 GENERAL CONTRACTOR'S COST PROPOSALS \$ 13,426.00

ESTIMATED CONSTRUCTION COST FOR PCO#19 R2 \$ 10,737.75

## COST ESTIMATE SUMMARY

Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT Oakland, CA	Project Number:	21112
PCO#02		Date:	6-Feb-24

**Decription :** PCO#019 R2  
CHANGE IN CURB DIMENSIONS TO ACCOMMODATE FULL PAVER SECTION

**Reference Drawing:** Cost Proposal dated on 10/06/2023  
**GEN. CONTRACTOR:** MARCON BUILDERS

	B) Total Material	C) Total Rental		TOTAL
Total General Contractor's Carpenter/.	Costs	Equipment Cost		
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 885.52	\$ -	\$ -		\$ 885.52
4				
5				
6				
7 \$ 885.52	+ \$ -	+ \$ -		= \$ 885.52
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25% .....	of Total Material: \$	-
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 885.52</b>
14				
15	General Contractor OH &P:	15.00% *	Total Cost	\$ 132.83
16				
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 1,018</b>
19				
20			<b>Subcontractor's Cost - MCKIM</b>	<b>\$ 9,105.45</b>
21	General Contractor OH&P on Sub Cost:	5.00% *		\$ 455.27
22			<b>Subtotal</b>	<b>\$ 10,579.07</b>
23	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
24	Gen Contractor Bond & ins.:	1.50%		\$ 158.69
22				
23	<b>TOTAL PROBABLE CONSTRUCTION COST - MARCON BUILDERS</b>			<b>\$ 10,737.75</b>



## Detailed Estimate

CO#02

KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT										Date: 2/6/2024	
No.	PCO#019 R2	No. of Units	Per	M.H. Per Unit	LABOR COST			MATERIAL COST			
					M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>GEN CONTRACTOR:</b>		<b>MARCON BUILDERS</b>									
<b>Project Description:</b>		<b>CHANGE IN CURB DIMENSIONS TO ACCOMMODATE FULL PAVER SECTION</b>									
1	<b>SCOPE OF WORK:</b>										
2	Layout & Prep	307	LF								
3											
4											
5											
6											
7											
8	<b>LABOR:</b>										
9	Carpenter/JM	1.00	EA	8.00	8.00	\$ 110.69	\$ 885.52				
10											
11											
12											
13											
14											
15											
16											
17											
18	<b>EQUIPMENT:</b>										
19	NOT USED										
20											
21											
22											
23											
24											
25											
26											
26											
27	<b>SHEET TOTALS</b>				8.00	\$ 110.69	\$885.52	\$	-	\$	-

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR  
LEARNING ENVIRONMENT  
Oakland, CA**

Project Number: 21112

PCO#02

Date: 6-Feb-24

Description : **PCO#019 R2  
CHANGE IN CURB DIMENSIONS TO ACCOMMODATE FULL PAVER SECTION**

Reference Drawing: **Cost Proposal dated on 6/26/2023**  
SUBCONTRACTOR: **MCKIM CONSTRUCTION**

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 6,529.68	\$ 1,248.00	\$ 500.00		\$ 8,277.68
4				
5				
6				
7 \$ 6,529.68	+ \$ 1,248.00	+ \$ 500.00	=	\$ 8,277.68
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25%	of Total Material:	Incl.
11	Rental Sales Tax.....	10.25%	of Total Rental:	Incl.
12				
13		<b>Subtotal - Line 7 thru 12:</b>		<b>\$ 8,277.68</b>
14				
15	General Contractor OH, B&IP, &P:	<b>10.00% *</b>	Total Cost	\$ 827.77
16		*(Overhead & Profit)		
17				
18		<b>Subtotal - Line 13 thru 19:</b>		<b>\$ 9,105.45</b>
19				
20		<b>Subcontractor's Cost - None</b>		<b>\$ -</b>
21	General Contractor OH&P on Sub Cost:	<b>5.00% *</b>		\$ -
22				
23	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
24	Subcontractor Bond & ins.:			\$ -
22				
23	<b>TOTAL PROBABLE CONSTRUCTION COST - MCKIM CONSTRUCTION</b>			<b>\$ 9,105.45</b>

## Detailed Estimate

CO#02

KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT											
									Date: 2/6/2024		
No.	PCO#019 R2	No. of Units	Per	M.H. Per Unit	LABOR COST			MATERIAL COST		Unit Cost	Total Cost
					M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost		
<b>SUBCONTRACTOR:</b>		<b>MCKIM CONSTRUCTION</b>									
<b>Project Description:</b>		<b>CHANGE IN CURB DIMENSIONS TO ACCOMMODATE FULL PAVER SECTION</b>									
1	<b>SCOPE OF WORK:</b>										
2	Change in Curb Dimensions to accommodate full paver section as per detail : Install a 6"x24" curb in lieu of 6"x6"xcurb	98	LF	-							
3											
4											
5	<b>MATERIALS</b>										
6	Forms	96.00	LF	0.00	0.00			\$ 3.00	\$ 288.00		
7	Stakes	64.00	EA	0.00	0.00			\$ 2.50	\$ 160.00		
8	Concrete	4.00	CY	0.00	0.00			\$ 200.00	\$ 800.00		
9											
10											
11											
12	<b>LABOR:</b>										
13	Foreman	1.00	EA	16.00	16.00	\$ 111.44	\$ 1,783.04				
14	Laborers/VJM	1.00	EA	8.00	8.00	\$ 74.69	\$ 597.52				
15	Masons/JM	3.00	EA	16.00	48.00	\$ 86.44	\$ 4,149.12				
16											
17											
18											
19	<b>EQUIPMENT:</b>										
20	Truck Ford F250 / Ram 2500	1.00	EA	16.00	16.00					\$ 31.25	\$ 500.00
21											
22	<b>SHEET TOTALS</b>				56.00	\$ 116.60	\$6,529.68	\$ 1,248.00		\$ 500	

# OAKLAND UNIFIED SCHOOL DISTRICT

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

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

**PROJECT:** Project: Campus Improvements  
School: Kaiser Childhood Development Center

**DATE:** FEBRUARY 08, 2024

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** MAR CON BUILDERS

**DSA FILE NO.:** 1-29  
**DSA APP NO.:** 01-120416  
**OUSD PROJECT #:** 21112  
**PROJECT MANAGER:** Victor Manansala

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

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

See Mar Con PCO #40 and RFI #76.

Expansion joint needed every 24' at 8" wall and every 30' at 10" walls.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$14,423.00 ✓

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 510/879-8385 • Fax 510/879-1860

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## CERTIFICATION

I, **Marco Manriquez**, declare the following:

**Mar Con Builders** has contracted with **Oakland Unified School District** for the **Kaiser CDC - Campus Improvements** Contract. **Mar Con Builders** authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for **Oakland Unified School District** regarding this Contract (such COR being dated **December 8, 2023**, requesting **\$14,423.00**), and I prepared the attached COR. I am the most knowledgeable person at **Mar Con Builders** 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 **Mar Con Builders**.

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** is responsible under its Contract with **Mar Con Builders**.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for **Mar Con Builders**) 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 **February 08, 2024**, at **Oakland, California**.

*marco manriquez* [signature]  
\_\_\_\_\_ [name of declarant]

Marco Manriquez

### Approved as to Form:

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

\_\_\_\_\_  
Date

# OAKLAND UNIFIED SCHOOL DISTRICT

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

<p><b>Approved: Architect of Record</b></p>  <p>Lawrence Schadt</p> <hr/> <p><b>Date:</b> February 14, 2024</p>	<p><b>Approved and Agreed: General Contractor</b></p>          <p><i>marco manriquez</i></p> <hr/> <p><b>Date:</b> 2/12/24</p>	<p><b>Approved and Agreed:</b></p>  <hr/> <p><b>Executive Director of Facilities</b></p> <p><b>Date:</b> 2.16.24</p> <hr/>  <hr/> <p><b>Chief Systems &amp; Services Facilities</b></p> <p><b>Date:</b> 2.16.24</p>
--	--	--



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

**MATERIAL AND LABOR COST BREAKDOWN  
 DETAIL SHEET**

**PROJECT NAME:** Kaiser Elementary Child Development Campus Improvements  
**PROJECT NUMBER:** 434  
**CHANGE ORDER DATE.:** 12/8/2023  
**CHANGE ORDER NO.:** PCO #040  
**CHANGE ORDER DESCRIPTION:** PCO #040 - Expansion Joint for the Retaining Wall per RFI#76

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
<b>LABOR DIRECT COSTS</b>				
Layout		8	\$ 110.69	\$ 885.52
		0	\$ 110.69	\$ -
<b>TOTAL LABOR DIRECT COSTS</b>				<b>\$ 885.52</b>
<b>LABOR BURDEN COSTS</b>				
				\$ -
				\$ -
				\$ -
<b>TOTAL LABOR BURDEN COSTS</b>				<b>\$ -</b>
<b>LABOR MARKUP 15%</b>				<b>\$ 132.83</b>
<b>LABOR GRAND TOTAL INCLUDING DIRECT, BURDEN &amp; MARKUP COSTS</b>				<b>\$ 1,018.35</b>

MATERIALS				
DESCRIPTION	UNIT PRICE	QUANTITY	COSTS	
Caulk joint	10	16.48	\$	164.80
<b>SUBTOTAL MATERIAL (w/o Sales Tax)</b>				<b>\$ 164.80</b>
Sales Tax on Material - Ala. 10% + (Lumber 1.0%)				\$ 14.83
<b>TOTAL MATERIAL COSTS</b>				<b>\$ 179.63</b>
<b>MATERIAL MARKUP 15%</b>				<b>\$ 26.94</b>
<b>MATERIAL GRAND TOTAL INCLUDING SALES TAX &amp; MARKUP</b>				<b>\$ 206.58</b>

EQUIPMENT RENTAL				
SIZE and TYPE	LD. #	Days	RATE	COSTS
0			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>TOTAL EQUIPMENT RENTAL COSTS</b>				<b>\$ -</b>
<b>EQUIPMENT RENTAL MARKUP 15%</b>				<b>\$ -</b>
<b>EQUIPMENT GRAND TOTAL INCLUDING MARKUP</b>				<b>\$ 0.00</b>

Subcontractor				
				TOTAL
Mckim				\$ 12,383.18
				\$ -
<b>TOTAL SUBCONTRACTOR RENTAL COSTS</b>				<b>\$ 12,383.18</b>
<b>SUBCONTRACTOR MARKUP 5%</b>				<b>\$ 619.16</b>
<b>TOTAL SUBCONTRACTOR DIRECT COSTS</b>				<b>\$ 13,002.34</b>
<b>BOND COSTS @ 2%</b>				<b>\$ 284.55</b>
<b>GRAND TOTAL INCLUDING LABOR, MATERIAL, EQUIPMENT AND MARKUPS</b>				<b>\$ 14,512</b>

# TIME & MATERIALS

## McKim Corporation

60 W. 4th Street  
 Gilroy, Ca. 95020  
 (408-848-8700 Fax (408) 848-8778  
[maria@mckimcorp.com](mailto:maria@mckimcorp.com)

INVOICE NO.  
 DATE October 26, 2023  
 CUSTOMER ID

TO Mar Con Builder

Job : KAISER EARLY CHILD DEVELOPMENT  
 PLAYGROUND PROJECT

FOREMAN	JOB	TIME AND MATERIALS	WORK ORDER	DATE	PAYMENT TERMS	DUE DATE
TRACY	KAISER	X	T&M xxx	10/26/23	Due on receipt	

LABOR	HRS/TON/CY	DESCRIPTION	HRS/TON/CY	RATE	TOTAL
		<i>SCOPE: Remove Form Pannels / Re Form Install Expansion Joints Remobilze Pump caused by Delay</i>			
Cement Masons	24 HRS	Remove Form Pannels/Reform	24.00	\$ 86.74	\$ 2,081.76
Cement Masons	32 HRS	Install Expansions Joints	32.00	\$ 86.74	\$ 2,775.68
					\$ -
<b>MATERIAL</b>					\$ -
			-	\$ -	\$ -
Expansion Joints	200 LF	Expansions Joints w/Caps 1/2" x4"	200.00	\$ 1.00	\$ 200.00
Expansion Caps	200 LF	Expansion Joint Caps	200.00	\$ 1.00	\$ 200.00
					\$ -
<b>EQUIPMENT</b>					\$ -
				\$ -	\$ -
Crew Truck	2 Days		2.00	\$ 250.00	\$ 500.00
Boom Pump	1 Day	Berkley Concrete Pumping	1.00	5,500.00	\$ 5,500.00
					\$ -

<b>SUBTOTAL</b>	\$ 11,257.44
<b>10%</b>	\$ 1,125.74
<b>TOTAL</b>	\$ 12,383.18

THANK YOU FOR YOUR BUSINESS!





**Mar Con Builders, Inc**  
8108a Capwell Dr  
Oakland, California 94621  
P: (510) 639-1914

**Project: 434-06-23 Kaiser Child Development Ctr**  
25 S Hill Ct  
Oakland, California 94618

## RFI #76: Expansion Joint for the Retaining Wall

<b>Status</b>	Closed on 10/24/23		
<b>To</b>	Larry Schadt Angie Kim	<b>From</b>	Mandar Walke (Mar Con Builders, Inc.)
<b>Date Initiated</b>	Oct 23, 2023	<b>Due Date</b>	Oct 26, 2023
<b>Location</b>		<b>Project Stage</b>	Course of Construction
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	N/A
<b>Linked Drawings</b>	<a href="#">CP3.0</a>		
<b>Received From</b>	John Spencer (Mar Con Builders, Inc.)	<b>Sub Job</b>	
<b>Copies To</b>	Jay Alvarez (Mar Con Builders, Inc.), Pawan Bagul (Mar Con Builders, Inc.), Jorge De Anda , Marco Manriquez (Mar Con Builders, Inc.), Victor Manansala , Samuel Melero (Mar Con Builders, Inc.), Russell Strong		

### Activity

#### Question

**Question from Mandar Walke Mar Con Builders, Inc. on Monday, Oct 23, 2023 at 12:19 PM PDT**

Per the OAC meeting (10/18) the IOR mention that there is no expansion joint in retaining walls.

Please clarify if we need to add expansion joint in retaining wall?

#### Official Response

**Response from Angie Kim on Tuesday, Oct 24, 2023 at 12:23 PM PDT**

Please see the attached RFI response.

#### Attachments

[RFI-076 Expansion Joint for the Retaining Wall\\_GPA.pdf](#)

#### All Replies

**Response from Angie Kim on Tuesday, Oct 24, 2023 at 12:23 PM PDT**

Please see the attached RFI response.

#### Attachments

[RFI-076 Expansion Joint for the Retaining Wall\\_GPA.pdf](#)



**Mar Con Builders, Inc**  
8108a Capwell Dr  
Oakland, California 94621  
P: (510) 639-1914

**Project: 434-06-23 Kaiser Child Development Ctr**  
25 S Hill Ct  
Oakland, California 94618

## RFI #76: Expansion Joint for the Retaining Wall

<b>Status</b>	Open		
<b>To</b>	Larry Schadt Angie Kim	<b>From</b>	Mandar Walke (Mar Con Builders, Inc.)
<b>Date Initiated</b>	Oct 23, 2023	<b>Due Date</b>	Oct 26, 2023
<b>Location</b>		<b>Project Stage</b>	Course of Construction
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	N/A
<b>Linked Drawings</b>			
<b>Received From</b>	John Spencer (Mar Con Builders, Inc.)	<b>Sub Job</b>	
<b>Copies To</b>	Jay Alvarez (Mar Con Builders, Inc.), Pawan Bagul (Mar Con Builders, Inc.), Jorge De Anda , Marco Manriquez (Mar Con Builders, Inc.), Victor Manansala , Samuel Melero (Mar Con Builders, Inc.), Russell Strong		

### Activity

#### Question

**Question from Mandar Walke Mar Con Builders, Inc. on Monday, Oct 23, 2023 at 12:19 PM PDT**

Per the OAC meeting (10/18) the IOR mention that there is no expansion joint in retaining walls.

Please clarify if we need to add expansion joint in retaining wall?

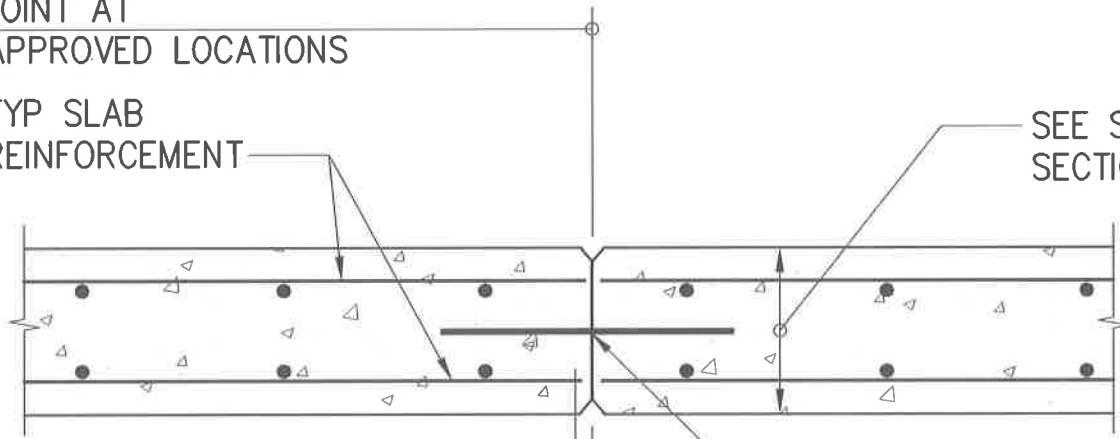
*Awaiting an Official Response*

**Smooth dowel with compressible material variety expansion joints in every 24 feet at 8" walls and every 30 feet at 10" walls per email thread with engineer. Also, see attached typical detail from Structural Engineer - GPA**

JOINT AT  
APPROVED LOCATIONS

TYP SLAB  
REINFORCEMENT

SEE STRUCTURAL  
SECTIONS



$\frac{3}{4}$ "  
CHAMFER  
TYP

5/8"Ø x3'-0"  
SMOOTH  
GREASED DOWEL  
@ 18" OC

X

S1.X

# TYP CONSTRUCTION JOINT AT VERTICAL WALL JOINTS

F015

NTS

OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT  
PROJ # 21112

PCO#040 EXPANSION JOINTS FOR THE RETAINING WALL per RFI#76

To: V. MANANSALA/CM  
From: Emil Vinuya/Chief Cost Estimator  
Date: 7-Feb-24

**General Comments:**

**1 GENERAL CONTRACTOR: MARCON BUILDERS**

Per Contract, Bond should be 1.5% not 2%.

**2 SUBCONTRACTOR: MCKIM CONSTRUCTION**

Revised cost proposal appears reasonable.

**3 GENERAL CONTRACTOR's COST PROPOSALS** \$ 14,512.00

**ESTIMATED CONSTRUCTION COST FOR PCO#040 R1** \$ 14,423.36

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR  
PCO EXPANSION LEARNING ENVIRONMENT  
Oakland, CA**

Project Number: 21112

Date: 7-Feb-24

Description : **PCO#040  
EXPANSION JOINTS FOR THE RETAINING WALL per RFI#76**

Reference Drawing: **Cost Proposal dated on 1/11/2024**  
GEN. CONTRACTOR: **MARCON BUILDERS**

	Total General Contractor's Carpenter/. Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	\$ 885.52	\$ 164.80	\$ -		\$ 1,050.32
4					
5					
6					
7	\$ 885.52	+ \$ 164.80	+ \$ -		= \$ 1,050.32
8					
9	<b>Expenses:</b>				
10	Material Sales Tax.....		10.25% .....	of Total Material:	Incl.
11	Rental Sales Tax.....		10.25% .....	of Total Rental:	Incl.
12					
13				<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 1,050.32</b>
14					
15		General Contractor OH &P:	<b>15.00% *</b>	Total Cost	\$ 157.55
16					
17				<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 1,207.87</b>
18					
19				<b>Subcontractor's Cost - MCKIM</b>	<b>\$ 12,383.18</b>
20				<b>SUBTOTAL</b>	<b>\$ 12,383.18</b>
21		General Contractor OH&P on Sub Cost:	<b>5.00% *</b>		\$ 619.16
22				<b>Subtotal</b>	<b>\$ 13,002.34</b>
23		Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
24		Gen Contractor Bond & ins.:	1.50%		\$ 213.15
22					
23		<b>TOTAL PROBABLE CONSTRUCTION COST - MARCON BUILDERS</b>			<b>\$ 14,423.36</b>

## Detailed Estimate

RETAINING WALL per RFI#76

KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT										
										Date: 2/7/2024
No.	PCO#040	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
<b>GEN CONTRACTOR:</b>		<b>MARCON BUILDERS</b>								
<b>Project Description:</b>		<b>EXPANSION JOINTS FOR THE RETAINING WALL per RFI#76</b>								
1	<b>SCOPE OF WORK:</b>									
2	Layout & Prep	1	EA	8.00	8.00	\$ 110.69	\$ 885.52			
3										
4										
5										
6	<b>Materials</b>									
7	Caulking Joints	10.00	EA	0.00	0.00	\$ -		\$ 16.48	\$ 164.80	
8										
9										
10										
11	<b>LABOR:</b>									
12	Carpenter/JM	1.00	EA	8.00	8.00	\$ 110.69	\$ 885.52			
13										
14										
15										
16										
17										
18										
19										
20										
21	<b>EQUIPMENT:</b>									
22	NOT USED									
23										
24										
25										
26										
27										
28										
29										
29										
30	<b>SHEET TOTALS</b>				<b>8.00</b>	<b>\$ 110.69</b>	<b>\$885.52</b>	<b>\$ 164.80</b>	<b>\$</b>	<b>\$</b>

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR  
PCO EXPANSION LEARNING ENVIRONMENT  
Oakland, CA**

Project Number: 21112  
Date: 7-Feb-24

Description : **PCO#040  
EXPANSION JOINTS FOR THE RETAINING WALL per RFI#76  
Remove & replace HMA, chip down curbs**

Reference Drawing: Cost Proposal dated on 1/11/2024  
SUBCONTRACTOR: MCKIM CONSTRUCTION

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 4,857.44	\$ 400.00	\$ 6,000.00		\$ 11,257.44
4				
5				
6				
7 \$ 4,857.44	+ \$ 400.00	+ \$ 6,000.00		= \$ 11,257.44
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25% .....	of Total Material:	Incl.
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 11,257.44</b>
14				
15	General Contractor OH, B&IP, &P:	10.00% *	Total Cost	\$ 1,125.74
16		*(Overhead & Profit)		
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 12,383.18</b>
19				
20			<b>Subcontractor's Cost - None</b>	<b>\$ -</b>
21	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
22				
23	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
24	Subcontractor Bond & ins.:			\$ -
22				
23	<b>TOTAL PROBABLE CONSTRUCTION COST - MCKIM CONSTRUCTION</b>			<b>\$ 12,383.18</b>

## Detailed Estimate

0#CTAINING WALL per RFI#76

KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT												
										Date: 2/7/2024		
No.	PCO#040	No. of Units	Per	M.H. Per Unit	M. H. Total	LABOR COST		MATERIAL COST		Unit Cost	Total Cost	
						Cost Per M. H.	Total Cost	Unit Cost	Total Cost			
<b>SUBCONTRACTOR:</b>		<b>MCKIM CONSTRUCTION</b>										
<b>Project Description:</b>		<b>EXPANSION JOINTS FOR THE RETAINING WALL per RFI#76</b>										
1	<b>SCOPE OF WORK:</b>											
2	Remove Form Panels/Re-form	200	LF	0.12	24							
3	Install Expansion Joints 1/2"x4"	200	LF	0.08	16							
4	Install Expansion Joints Caps	200	LF	0.08	16							
5	Remobilize Concrete Pump	1	LS	0.00	0							
6					56.00							
7	<b>MATERIALS</b>											
8	Install Expansion Joints, 1/2"x4"	200.00	LF	0.00	0.00			\$ 1.00	\$ 200.00			
9	Install Expansion Joints caps	200.00	LF	0.00	0.00			\$ 1.00	\$ 200.00			
10												
11												
12												
13												
14	<b>LABOR:</b>											
15	Masons/JM	2.00	EA	28.00	56.00	\$ 86.74	\$ 4,857.44					
16												
17												
18												
19	<b>EQUIPMENT:</b>											
20	Truck Ford F250 / Ram 2500	1.00	EA	16.00	16.00					\$ 31.25	\$ 500.00	
21	Concrete Pump	1.00	EA	8.00	8.00					\$ 687.50	\$ 5,500.00	
22												
22												
23	<b>SHEET TOTALS</b>				<b>56.00</b>	<b>\$ 86.74</b>	<b>\$4,857.44</b>	<b>\$ 400.00</b>			<b>\$ 6,000</b>	



# OAKLAND UNIFIED SCHOOL DISTRICT

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

## CHANGE ORDER OR ALLOWANCE EXPENDITURE REQUEST (or Proposed Change Order) No. 15

**PROJECT:** Project: Campus Improvements  
School: Kaiser Childhood Development Center

**DATE:** FEBRUARY 08, 2024

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** MAR CON BUILDERS

**DSA FILE NO.:** 1-29  
**DSA APP NO.:** 01-120416  
**OUSD PROJECT #:** 21112  
**PROJECT MANAGER:** Victor Manansala

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

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

See Mar Con PCO #44 and RFI #88.

Concrete Apron at Bldg B by the walkway has an existing slope of 4-5%, which is greater than ADA compliance for running slope at door. Max slope allowed is 2%. Non-compliant apron must be removed and replaced with new pavers to be ADA compliant.

OTHER PROPOSED CHANGES TO THE CONTRACT:

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PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$17,921.00 ✓

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 510/879-8385 • Fax 510/879-1860

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## CERTIFICATION

I, **Marco Manriquez**, declare the following:

**Mar Con Builders** has contracted with **Oakland Unified School District** for the **Kaiser CDC - Campus Improvements** Contract. **Mar Con Builders** authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for **Oakland Unified School District** regarding this Contract (such COR being dated **January 22, 2024**, requesting **\$17,921.00**), and I prepared the attached COR. I am the most knowledgeable person at **Mar Con Builders** 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 **Mar Con Builders**.

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** is responsible under its Contract with **Mar Con Builders**.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for **Mar Con Builders**) 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 **February 08, 2024**, at **Oakland, California**.

*marco manriquez*  
[signature]

Marco Manriquez [name of declarant]

### Approved as to Form:

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

\_\_\_\_\_  
Date

# OAKLAND UNIFIED SCHOOL DISTRICT

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

<p><b>Approved: Architect of Record</b></p>  <p>Lawrence Schadt</p> <hr/> <p><b>Date:</b> February 14, 2024</p>	<p><b>Approved and Agreed: General Contractor</b></p> <p><i>marco manriquez</i></p> <hr/> <p><b>Date:</b> 2/12/24</p>	<p><b>Approved and Agreed:</b></p>  <hr/> <p><b>Executive Director of Facilities</b></p> <p><b>Date:</b> 2-16-24</p>  <hr/> <p><b>Chief Systems &amp; Services Facilities</b></p> <p><b>Date:</b> 2-16-24</p>
--	---	--



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

**MATERIAL AND LABOR COST BREAKDOWN  
 DETAIL SHEET**

**PROJECT NAME:** Kaiser Elementary Child Development Campus Improvements  
**PROJECT NUMBER:** 434  
**CHANGE ORDER DATE.:** 1/22/2024  
**CHANGE ORDER NO.:** PCO #044  
**Demo Apron along building face per the OAC walk with the Architect:**  
**Scope of work**  
 1. Remove existing concrete around the building  
 2. Remove the existing dirt below the concrete  
 3. Infill the gravel for paver installation  
 4. Install the paver and fine aggregate in concrete demoed area

**CHANGE ORDER DESCRIPTION:**

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
<b>LABOR DIRECT COSTS</b>				
Layout		4	\$ 110.69	\$ 442.76
Additional Pavers of 140sf		32	\$ 110.69	\$ 3,542.08
		0	\$ 110.69	\$ -
<b>TOTAL LABOR DIRECT COSTS</b>				<b>\$ 3,984.84</b>
<b>LABOR BURDEN COSTS</b>				
				\$ -
				\$ -
				\$ -
<b>TOTAL LABOR BURDEN COSTS</b>				<b>\$ -</b>
<b>LABOR MARKUP 15%</b>				<b>\$597.73</b>
<b>LABOR GRAND TOTAL INCLUDING DIRECT, BURDEN &amp; MARKUP COSTS</b>				<b>\$4,582.57</b>

MATERIALS				
DESCRIPTION	UNIT PRICE	QUANTITY	COSTS	
Pavers	6.5	140	\$	910.00
Base aggregate	0.5	140	\$	70.00
			\$	-
			\$	-
<b>SUBTOTAL MATERIAL (w/o Sales Tax)</b>				<b>\$ 980.00</b>
Sales Tax on Material - Ala. 10% + (Lumber 1.0%)				\$ -
<b>TOTAL MATERIAL COSTS</b>				<b>\$ 980.00</b>
<b>MATERIAL MARKUP 15%</b>				<b>\$147.00</b>
<b>MATERIAL GRAND TOTAL INCLUDING SALES TAX &amp; MARKUP</b>				<b>\$1,127.00</b>

EQUIPMENT RENTAL				
SIZE and TYPE	I.D. #	Days	RATE	COSTS
Bobcat + plate vibrator		2	\$ 135.00	\$ 270.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>TOTAL EQUIPMENT RENTAL COSTS</b>				<b>\$ 270.00</b>
<b>EQUIPMENT RENTAL MARKUP 15%</b>				<b>\$ 40.50</b>
<b>EQUIPMENT GRAND TOTAL INCLUDING MARKUP</b>				<b>\$310.50</b>

Subcontractor		TOTAL
McKim		\$ 12,417.81
		\$ -
<b>TOTAL SUBCONTRACTOR RENTAL COSTS</b>		<b>\$ 12,417.81</b>
<b>SUBCONTRACTOR MARKUP 5%</b>		<b>\$ 620.89</b>
<b>TOTAL SUBCONTRACTOR DIRECT COSTS</b>		<b>\$ 13,038.70</b>
<b>BOND COSTS @ 2%</b>		<b>\$ 381.18</b>
<b>GRAND TOTAL INCLUDING LABOR, MATERIAL, EQUIPMENT AND MARKUPS</b>		<b>\$ 19,440</b>

Project Name: Kaiser Child Development - Playground Reconstruct  
Owner / Agency: Marcon Builders  
Subcontractor: McKim Corporation

Date: 12/11/2023

Change Order Request Number: 8R1

Reasoning for Change Order:

Remove Concrete apron along building face ( 70' x 1.5' x 4" ) (2 CY / 1 LOAD)  
Remove Dirt below apron to subgrade along building face (70 x 1.5'x20" ) (8 CY / 1 LOAD)

Change Order Request Breakdown:

Labor:	\$	5,213.92	
Material:	\$	-	
Equipment:	\$	4,800.00	
Haul / dump	\$	1,275.00	
Sub Contractors	\$	-	
McKim Sub Total Cost:	\$	11,288.92	
Overhead and Profit:	\$	1,128.89	10%
SUB TOTAL :	\$	12,417.81	

Subtotal :	\$	12,417.81	
Applicable taxes:	\$	-	(included in Material Pricing)
SUBTOTAL OF ALL ABOVE:	\$	12,417.81	
Bond Cost:	\$	-	0% No bond provided
FINAL TOTAL AMOUNT:	\$	12,417.81	



**Project Name:** KAISER ES OAKLAND **Date:** 12/11/2023  
**Owner/Agency:** MARCON BUILDERS

**Scope of work:**  
 Please see cover sheet

<b>Labor Breakdown:</b>				
Employee #	Name:	Hours	Rate: (p/hr)	AMOUNT:
	Field Superintendant/Foreman	16	\$ 146.20	\$ 2,339.20
	Laborers	16	\$ 74.69	\$ 1,195.04
	Operators	16	\$ 104.98	\$ 1,679.68
	Cement Masons	0	\$ 86.44	\$ -
				\$ -
<b>TOTAL LABOR AMOUNT:</b>				<b>\$ 5,213.92</b>

<b>Equipment Breakdown:</b>				
Eq. #	Equipment Name	Days	Rate: (p/day)	AMOUNT:
	Grinder / Writgen 210i / 207fi	0	\$ 5,500.00	\$ -
	Paver Bomag 814-B	0	\$ 2,300.00	\$ -
	Bobcat T77	2	\$ 700.00	\$ 1,400.00
	Roller HAMM 13vvi	0	\$ 700.00	\$ -
	Crew Truck Ford F250 / RAM 2500	2	\$ 400.00	\$ 800.00
	Vogele Paver Super 1700-3i	0	\$ 2,500.00	\$ -
	John Deer 210 LE Skip Loader	2	\$ 600.00	\$ 1,200.00
	Roller HAMM 12ti	0	\$ 650.00	\$ -
	Mini Excavator (Volvo ECR88)	2	\$ 700.00	\$ 1,400.00
				\$ -
<b>TOTAL EQT. AMOUNT:</b>				<b>\$ 4,800.00</b>

\*\* daily rates include, fuel, insurance, repairs/maintenance \*\*

<b>Material Breakdown:</b>				
Vendor	Description	QTY (TONS)	Rate:	AMOUNT:
	Forms p/LF	0	\$ 3.00	\$ -
	Stakes p/EA	0	\$ 2.50	\$ -
	Concrete p/CY	0	\$ 200.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL MATERIAL AMOUNT:</b>				<b>\$ -</b>

<b>Haul / Dump Breakdown:</b>		Amount:
Off Haul Broken Concrete	\$	400.00
Off Haul Dirt	\$	500.00
Dump Broken Concrete	\$	175.00
Dump Dirt	\$	200.00
	\$	-
	\$	-
<b>TOTAL AMOUNT:</b>	<b>\$</b>	<b>1,275.00</b>

<b>SUBCONTRACTORS Breakdown:</b>		Amount:
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
<b>TOTAL AMOUNT:</b>	<b>\$</b>	<b>-</b>

REPRINTED



725 Julie Ann Way  
Oakland, CA 94621  
www.BeeGreen.green  
510-635-1779 phone  
510-636-0880 fax

**Bill To:** Mar Con Builders  
Mar Con Builders  
8108 Capwell Dr  
Oakland, CA 94621  
Customer PO# Kaiser Early Childhood

Weighmaster Certificate

**BEE GREEN**

RECYCLING & SUPPLY

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with section 12700) Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

Item Name	Attribute	Size	Item Description	Qty	Price	Ext Price	Tax
Narrow Joint Perm Mission	GrayCharc	4x8	Calstone Narrow Joint Permeable Mission Paver - 80mm - (93 Sqft/pallet)	60 Pallet	\$492.90	\$29,574.00	T
PALLET FEE			Pallet Fee	60 each	\$35.00	\$2,100.00	T
Fuel Surcharge			Fuel Surcharge per pallet	60	\$6.50	\$390.00	T
Direct Delivery - Forklift Fee			Direct Delivery Forklift Fee	1 each	\$85.00	\$85.00	T
Direct Delivery - Forklift Fee			Direct Delivery Forklift Fee	5 each	\$85.00	\$425.00	T
Delivery Fee - Flatbed	Zone 2	Flatbed	Delivery Fee - 94541, 94546, 94580, 94602, 94605, 94608, 94609, 94610, 94620, 94611, 94613, 94618, 94619, 94607, 94612, 94578, 94579	5	\$0.00	\$0.00	T
3/8" Crushed Gravel			SPECIAL ORDER Crushed Gravel 3/8" Product #28042	50 tons	\$55.95	\$2,797.50	T
Delivery Fee - Flatbed	Zone 2	Flatbed	Delivery Fee - 94541, 94546, 94580, 94602, 94605, 94608, 94609, 94610, 94620, 94611, 94613, 94618, 94619, 94607, 94612, 94578, 94579	5	\$0.00	\$0.00	T

Subtotal: \$35,371.50  
Sales Tax 10.25 % Tax: + \$3,625.58  
**RECEIPT TOTAL: \$38,997.08**

Total Sales Discounts: \$2,616.00

**Delivery TBD**

**5500 sqft**

**25 South Hill Court, Oakland, CA**

**Mandar 510)300-5303.**

Thank you for your business! No returns/refunds of opened or damaged items. A 35% restocking fee on all returned regular stock exterior products (bulk products, bricks, etc.) No returns/refunds on natural stone products, special order items, or delivery/stacking fees. Any purchase of regularly stocked items must be picked up within 7 days of purchase. Unless specific agreement has been made, any item left past 7 days will be considered abandoned and Bee Green will place back in inventory for resale. All prices of quoted items are valid the date the quote is printed, and are subject to change without notice. All deliveries are curb-side, unless directed by owner or their authorized agent to place on owner's property. Bee Green not responsible for damage to property during delivery. Other Terms & Conditions apply, see our website for more information (<https://www.beegreen.green/terms-conditions/>).

HELD

Approx 6.5\$/per SF



**Mar Con Builders, Inc**  
 8108a Capwell Dr  
 Oakland, California 94621  
 P: (510) 639-1914

**Project: 434-06-23 Kaiser Child Development Ctr**  
 25 S Hill Ct  
 Oakland, California 94618

## RFI #88: Slope at Existing Concrete Apron by the Paved Walkway

<b>Status</b>	Closed on 12/12/23		
<b>To</b>	Angie Kim Larry Schadt	<b>From</b>	Mandar Walke (Mar Con Builders, Inc.)
<b>Date Initiated</b>	Dec 1, 2023	<b>Due Date</b>	Dec 4, 2023
<b>Location</b>		<b>Project Stage</b>	Course of Construction
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	N/A
<b>Linked Drawings</b>	<a href="#">CP3.0</a>		
<b>Received From</b>	John Spencer (Mar Con Builders, Inc.)	<b>Sub Job</b>	
<b>Copies To</b>	Pawan Bagul (Mar Con Builders, Inc.), Jorge De Anda , Marco Manriquez (Mar Con Builders, Inc.), Victor Manansala , John Spencer (Mar Con Builders, Inc.), Russell Strong		

### Activity

#### Question

**Question from Mandar Walke Mar Con Builders, Inc. on Friday, Dec 1, 2023 at 03:03 PM PST**

The concrete apron at Building B by the walkway has an existing slope of 4-5% which is much greater than the ADA compliance running slope at the door.  
 Per CP3.0 Engineering note 4: Max slope is allowed to be 2%.  
 Please advise how to proceed.

**Attachments**

[Concrete apron.pdf](#)

#### Official Response

**Response from Larry Schadt on Tuesday, Dec 12, 2023 at 12:18 PM PST**

Per field discussion, the existing sloped, concrete aprons can remain at the maintenance & electrical closet doors.

If the existing slope concrete aprons in front of the 2% landings at the two bathroom landings are greater than 5%, they need to be removed and replaced with the new pavers at a slope of no-more than 5%.

L. Schadt  
 Dec. 12, 2023

**Attachments**

[RFI-088.1 Slope at Existing Concrete Apron-GPA.pdf](#)

#### Official Response

**Response from Mandar Walke Mar Con Builders, Inc. on Friday, Dec 8, 2023 at 08:20 AM PST**

Please see attached file for concrete apron slope at building D.

**Attachments**

[Cncrt Aprn ADA Non Cmplnc 55.png](#)



**Official Response**

**Response from Angie Kim on Tuesday, Dec 5, 2023 at 09:50 AM PST**

Please see the attached response from Civil

**Attachments**

[RFI-088 Slope at Existing Concrete Apron by the Paved Walkway \(CDG\).pdf](#)

**All Replies**

**Response from Larry Schadt on Tuesday, Dec 12, 2023 at 12:18 PM PST**

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**Mar Con Builders, Inc**  
 8108a Capwell Dr  
 Oakland, California 94621  
 P: (510) 639-1914

**Project: 434-06-23 Kaiser Child Development Ctr**  
 25 S Hill Ct  
 Oakland, California 94618

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<b>To</b>	Angie Kim Larry Schadt	<b>From</b>	Mandar Walke (Mar Con Builders, Inc.)
<b>Date Initiated</b>	Dec 1, 2023	<b>Due Date</b>	Dec 4, 2023
<b>Location</b>		<b>Project Stage</b>	Course of Construction
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	N/A
<b>Linked Drawings</b>			
<b>Received From</b>	John Spencer (Mar Con Builders, Inc.)	<b>Sub Job</b>	
<b>Copies To</b>	Pawan Bagul (Mar Con Builders, Inc.), Jorge De Anda , Marco Manriquez (Mar Con Builders, Inc.), Victor Manansala , John Spencer (Mar Con Builders, Inc.), Russell Strong		

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#### All Replies

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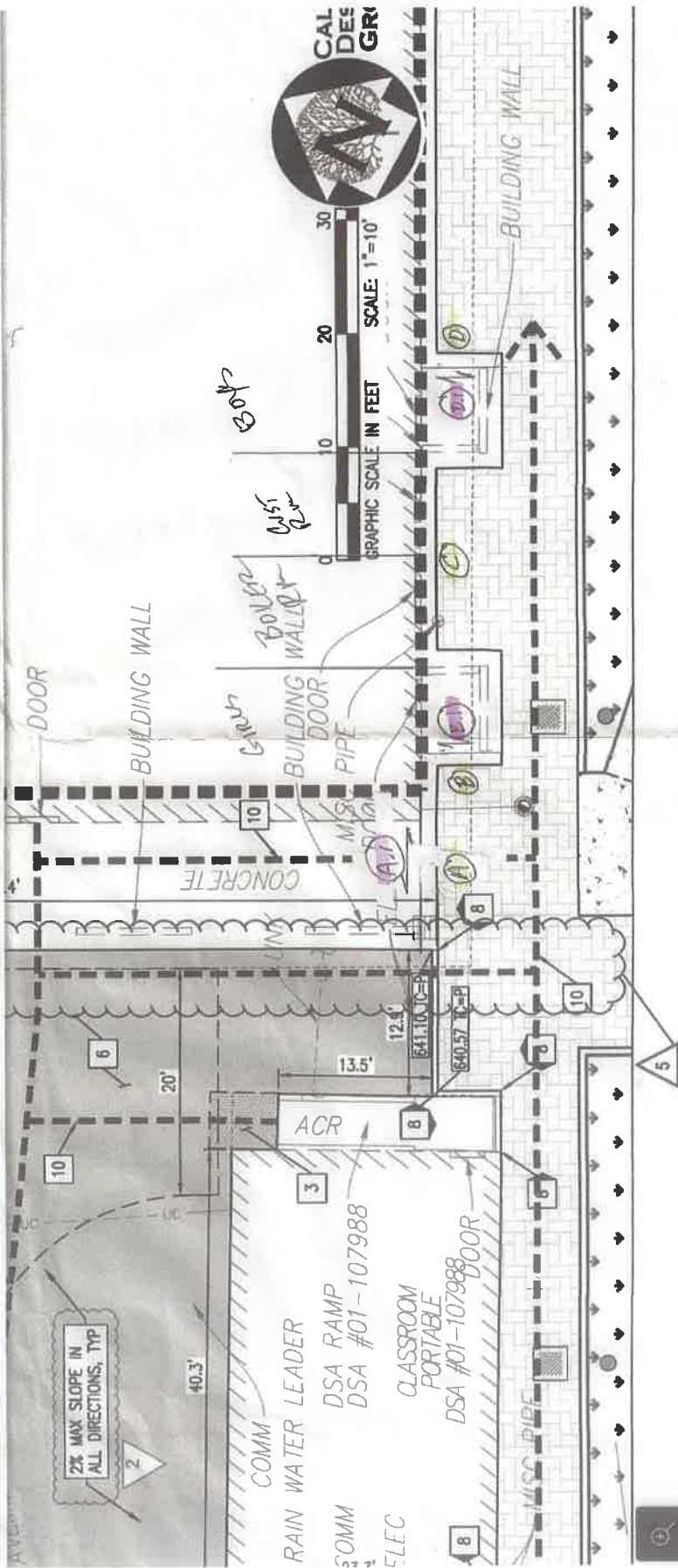
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L. Schadt  
Dec. 12, 2023



**GENERAL NOTES:**

1. ANY EXISTING INFRASTRUCTURE OR SITE ITEMS (ABOVE OR BELOW GRADE, READILY VISIBLE OR NOT) OR PROPERTY DAMAGED

8061

	CROSS SLOPE	CROSS SLOPE	GRADE
A	1 1/2" / 12"	0 1/4" / 12"	12.5%
A-1	1 1/4" / 12"	0 1/4" / 12"	2%
B	1 1/4" / 12"	0 1/4" / 12"	10.42%
B-1	1 1/4" / 12"	0 1/4" / 12"	2%
C	1 1/4" / 12"	0 1/4" / 12"	10.42%
D	1 1/4" / 12"	0 1/4" / 12"	10.42%
D-1	1 1/4" / 12"	0 1/4" / 12"	2%



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 8108a Capwell Dr  
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**Project: 434-06-23 Kaiser Child Development Ctr**  
 25 S Hill Ct  
 Oakland, California 94618

## RFI #88: Slope at Existing Concrete Apron by the Paved Walkway

<b>Status</b>	Open		
<b>To</b>	Larry Schadt Angie Kim	<b>From</b>	Mandar Walke (Mar Con Builders, Inc.)
<b>Date Initiated</b>	Dec 1, 2023	<b>Due Date</b>	Dec 4, 2023
<b>Location</b>		<b>Project Stage</b>	Course of Construction
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
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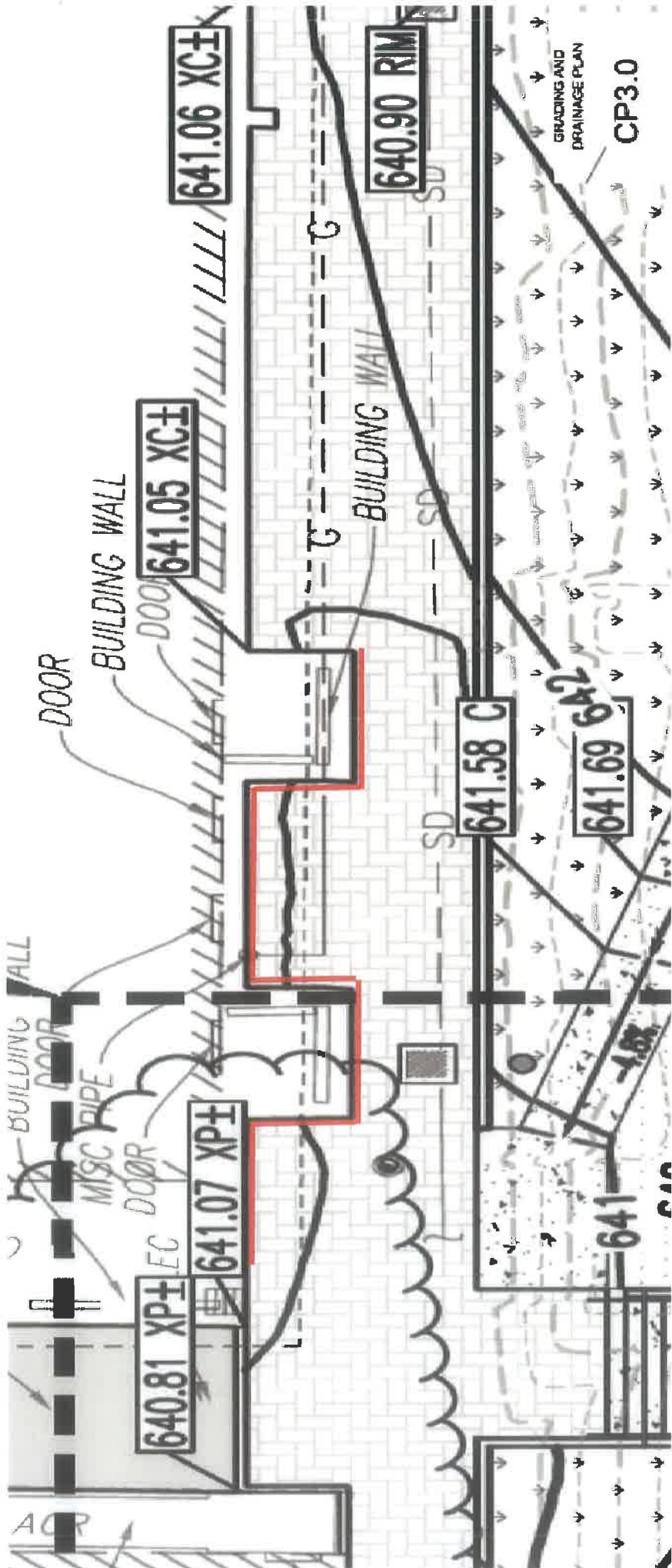
**Attachments**

[Concrete apron.pdf](#)

*Awaiting an Official Response*

**2023-12-05 Patrick Schlehr (Project Manager - CaliChi Design Group)**

**Remove non-compliant apron and reconstruct ADA compliant door landing.**



## ENGINEER'S ADA NOTES:

4. MAXIMUM CROSS-SLOPE ON ANY WALK OR RAMPS SHALL BE 2%. ALL ACCESSIBLE PARKING SPACES AND LOADING ZONES SHALL HAVE A MAXIMUM SLOPE OF 2% IN ANY DIRECTION.

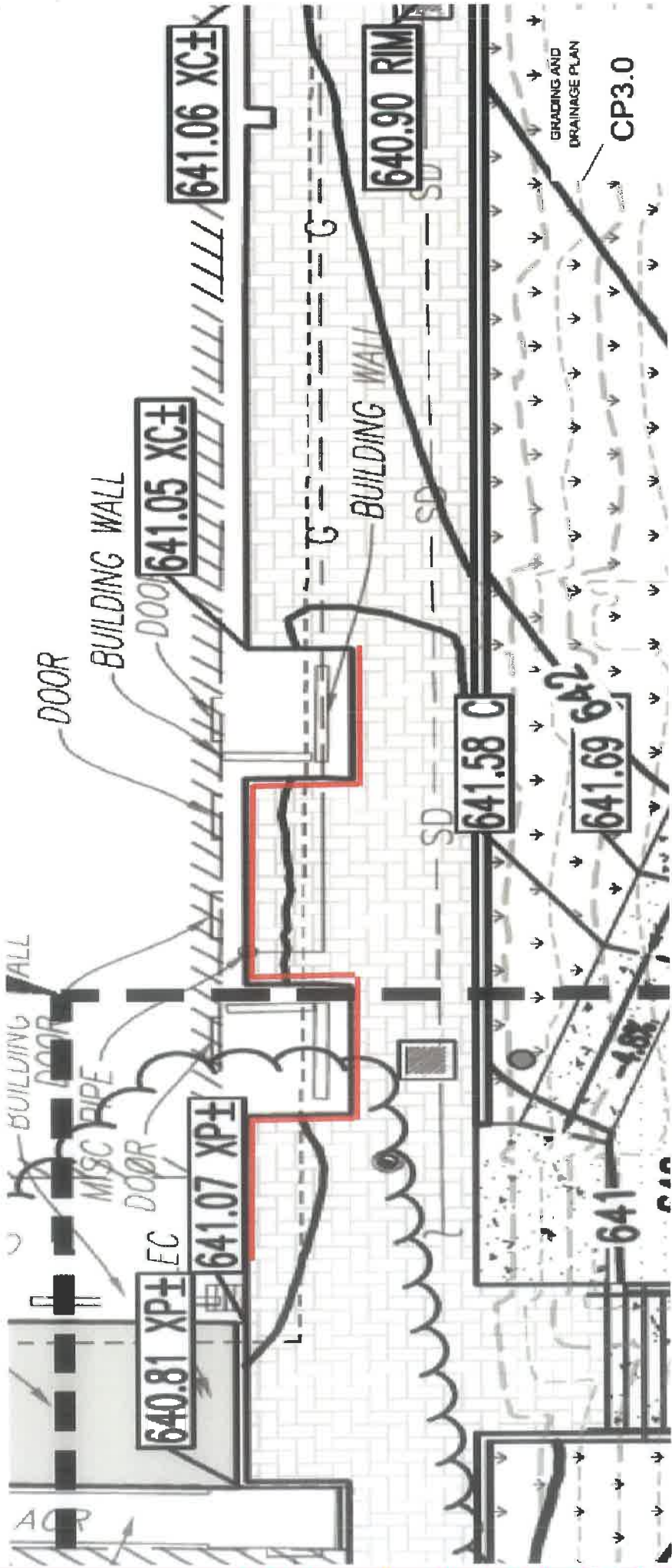












## ENGINEER'S ADA NOTES:

4. MAXIMUM CROSS-SLOPE ON ANY WALK OR RAMPS SHALL BE 2%. ALL ACCESSIBLE PARKING SPACES AND LOADING ZONES SHALL HAVE A MAXIMUM SLOPE OF 2% IN ANY DIRECTION.









OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT  
PROJ # 21112  
PCO#044 PER OAC WALK - INSTALL PAVER & FINE AGGREGATE

To: V. MANANSALA/CM  
From: Emil Vinuya/Chief Cost Estimator  
Date: 7-Feb-24

General Comments:

1 GENERAL CONTRACTOR: MARCON BUILDERS

Per Contract, Bond Cost is 1.5% not 2% used by GC.

2 SUBCONTRACTOR: MCKIM CONSTRUCTION

District's labor rates based on agreed rates per last meeting.

Cost of Superintendent is under OH & should not be billed seperately, as agreed per last meeting.

3 GENERAL CONTRACTOR's COST PROPOSALS \$ 20,642.00

ESTIMATED CONSTRUCTION COST FOR PCO#044 R1 \$ 17,921.34

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR  
LEARNING ENVIRONMENT**  
**PCO#02** **Oakland, CA**

Project Number: 21112  
 Date: 7-Feb-24

Decription : **PCO#044**  
**PER OAC WALK - INSTALL PAVER & FINE AGGREGATE**

Reference Drawing: **Cost Proposal dated on 1/22/2024**  
 GEN. CONTRACTOR: **MARCON BUILDERS**

Total Labor Cost	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 3,984.84	\$ 980.00	\$ 1,400.00		\$ 6,364.84
4				
5				
6				
7 \$ 3,984.84	+ \$ 980.00	+ \$ 1,400.00	=	\$ 6,364.84
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25% .....	of Total Material:	Incl.
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 6,364.84</b>
14				
15	General Contractor OH &P:	15.00% *	Total Cost	\$ 954.73
16				
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 7,320</b>
19				
20			<b>Subcontractor's Cost - MCKIM</b>	<b>\$ 9,844.69</b>
21			<b>SUBTOTAL</b>	<b>\$ 9,844.69</b>
22	General Contractor OH&P on Sub Cost:	5.00% *		\$ 492.23
23				
24			<b>Subtotal</b>	<b>\$ 17,656.49</b>
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
26	Gen Contractor Bond & ins.:	1.50%		\$ 264.85
23				
24	<b>TOTAL PROBABLE CONSTRUCTION COST - MARCON BUILDERS</b>			<b>\$ 17,921.34</b>



## Detailed Estimate

CO#02

KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT											
										Date: 2/7/2024	
No.	PCO#044	No. of Units	Per	M.H. Per Unit	LABOR COST			MATERIAL COST		Unit Cost	Total Cost
					M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost		
<b>GEN CONTRACTOR:</b>		<b>MARCON BUILDERS</b>									
<b>Project Description:</b>		<b>PER OAC WALK - INSTALL PAVER &amp; FINE AGGREGATE</b>									
1	<b>SCOPE OF WORK:</b>										
1	Layout & Prep	140	SF								
1	Install	140	SF								
1											
1	<b>MATERIALS:</b>										
1	Paverrs	140.00	SF	0.00	0.00	\$ 110.69	\$ -	\$ 6.50	\$ 910.00		
1	Aggregate Base	140.00	SF	0.00	0.00	\$ 86.44	\$ -	\$ 0.50	\$ 70.00		
1											
1											
1											
2											
3	<b>LABOR:</b>										
4	Carpenter/JM	1.00	EA	4.00	4.00	\$ 110.69	\$ 442.76				
5	Carpenter/JM	2.00	EA	16.00	32.00	\$ 110.69	\$ 3,542.08				
6											
7											
8											
9											
10											
11											
12											
13	<b>EQUIPMENT:</b>										
14	Bobcat + plate vibrator	1.00	EA	16.00	16.00					\$ 87.50	
15										\$ 1,400	
16											
17											
18											
19											
20											
21											
21											
22	<b>SHEET TOTALS</b>				52.00	\$ 76.63	\$3,984.84	\$ 980.00		\$ 1,400	

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER CHILD DEVELOPMENT CENTER OUTDOOR  
LEARNING ENVIRONMENT  
Oakland, CA**

Project Number: 21112

PCO#02

Date: 7-Feb-24

Decription : **PCO#044  
PER OAC WALK - INSTALL PAVER & FINE AGGREGATE  
Remove Dirt & Concrete**

Reference Drawing: Cost Proposal dated on 1/22/2024  
SUBCONTRACTOR: MCKIM CONSTRUCTION

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 2,874.72	\$ 1,275.00	\$ 4,800.00		\$ 8,949.72
4				
5				
6				
7 \$ 2,874.72	+ \$ 1,275.00	+ \$ 4,800.00		= \$ 8,949.72
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25% .....	of Total Material:	Incl.
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 8,949.72</b>
14				
15	General Contractor OH, B&IP, &P:	10.00% *	Total Cost	\$ 894.97
16		*(Overhead & Profit)		
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 9,844.69</b>
19				
20			<b>Subcontractor's Cost - None</b>	<b>\$ -</b>
21	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
22				
23	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
24	Subcontractor Bond & ins.:			\$ -
22				
23	<b>TOTAL PROBABLE CONSTRUCTION COST - MCKIM CONSTRUCTION</b>			<b>\$ 9,844.69</b>

## Detailed Estimate

CO#02

KAISER CHILD DEVELOPMENT CENTER OUTDOOR LEARNING ENVIRONMENT											
										Date: 2/11/2024	
No.	PCO#044					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
<b>SUBCONTRACTOR:</b>		<b>MCKIM CONSTRUCTION</b>									
<b>Project Description:</b>		<b>PER OAC WALK - INSTALL PAVER &amp; FINE AGGREGATE</b>									
1	<b>SCOPE OF WORK:</b>										
2	Remove dirt	8	CY								
3	Remove concrete apron	2	CY								
4											
5	<b>MATERIALS</b>										
6	Off Haul Broken Concrete, 2 CY	1.00	Load	0.00	0.00			\$ 400.00	\$ 400.00		
7	Off Haul Broken Dirt, 8 CY	1.00	Load	0.00	0.00			\$ 500.00	\$ 500.00		
8	Dump fee Concrete	2.00	CY					\$ 87.50	\$ 175.00		
9	Dump fee Dirt	8.00	CY					\$ 25.00	\$ 200.00		
10											
11											
12	<b>LABOR:</b>										
13	Laborers/JM	1.00	EA	16.00	16.00	\$ 74.69	\$ 1,195.04				
14	Operators/JM	1.00	EA	16.00	16.00	\$ 104.98	\$ 1,679.68				
15	Sureintendent/JM	1.00	EA	16.00	16.00	\$ 146.20	\$ -	OH			
16											
17											
18											
19	<b>EQUIPMENT:</b>										
20	Bobcat T77	1.00	EA	16.00	16.00					\$ 87.50 \$ 1,400.00	
21	Skip Loader JD 210E	1.00	EA	16.00	16.00					\$ 75.00 \$ 1,200.00	
22	Mini Excavator (Volvo ECR88)	1.00	EA	16.00	16.00					\$ 87.50 \$ 1,400.00	
23	Truck Ford F250 / Ram 2500	1.00	EA	16.00	16.00					\$ 50.00 \$ 800.00	
24											
25	<b>SHEET TOTALS</b>				<b>48.00</b>	<b>\$ 59.89</b>	<b>\$2,874.72</b>		<b>\$ 1,275.00</b>	<b>\$ 4,800</b>	



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

**Project Information**

<b>Project Name</b>	<b>Kaiser Elementary School Child Development Center Campus Improvements Project</b>	<b>Site</b>	<b>812</b>
---------------------	--	-------------	------------

**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.**

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

**Contractor Information**

<b>Contractor Name</b>	Mar Con Builders, Inc.	<b>Agency's Contact</b>	Marco Manriquez				
<b>OUSD Vendor ID #</b>	002712	<b>Title</b>	President				
<b>Street Address</b>	8108A Capwell Drive	<b>City</b>	Oakland	<b>State</b>	CA	<b>Zip</b>	94621
<b>Telephone</b>	510-639-1914	<b>Policy Expires</b>					
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	21112						

**Term of Original/Amended Contract**

<b>Date Work Will Begin (i.e., effective date of contract)</b>	6-8-2023	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	6-30-2024
		<b>New Date of Contract End (If Any)</b>	

**Compensation/Revised Compensation**

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$156,911.00
<b>Other Expenses</b>		<b>Requisition Number</b>	


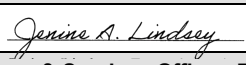

**Budget Information**

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

<b>Resource #</b>	<b>Funding Source</b>	<b>Org Key</b>	<b>Object Code</b>	<b>Amount</b>
9655/9858	Fund 21, Measure Y	210-9650-0 9858- 8500-6271-812 9180-9906-9999-21112	6271	\$156,911.00

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

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

<b>1.</b>	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
	<b>Executive Director, Facilities Planning and Management</b>				
	<b>Signature</b> 	<b>Date Approved</b>	Mar 19, 2024		
<b>2.</b>	<b>General Counsel, OUSD</b>				
	<b>Signature</b> 	<b>Date Approved</b>	Mar 20, 2024		
<b>3.</b>	<b>Chief Systems &amp; Services Officer, Facilities Planning and Management</b>				
	<b>Signature</b> 	<b>Date Approved</b>	Mar 20, 2024		
<b>4.</b>	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
<b>5.</b>	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			



Board Office Use: Legislative File Info.	
File ID Number	23-1135
Introduction Date	6-7-2023
Enactment Number	23-1137
Enactment Date	6/7/2023 os



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo (Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Lisa Grant-Dawson, Chief Business Officer, Division of Facilities Planning and Management

**Board Meeting Date** June 7, 2023

**Subject** Agreement Between Owner and Contractor – Mar Con Builders, Inc. – Kaiser Child Development Center Campus Improvements Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District and Mar Con Builders, Inc.**, Oakland, California, for the latter to provide scope of work to include but not limited to replace existing play area and play structure to construct an outdoor learning/play area, and play structures. Replace AC paving adjacent to the school site, and install new turf in play yard. Includes fire alarm replacement throughout existing building, for the **Kaiser Child Development Center Campus Improvements Project**, in the lump sum amount of **\$6,551,440.00**, which includes a contingency allowance of **\$260,000.00**, with the work anticipated to commence on **June 8, 2023**, and required to be completed within one hundred fifty days (150), with an anticipated ending of **November 4, 2023**.

**Discussion** The District negotiated this contract directly with Contractor after the District failed to receive any bids in response to the invitation to bid on the project (Public Contract Code §22038)

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

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Mar Con Builders, Inc., Oakland, California, for the latter to provide scope of work to include but not limited to replace existing play area and play structure to construct an outdoor learning/play area, and play structures. Replace AC paving adjacent to the school site, and install new turf in play yard. Includes fire alarm replacement throughout existing building, for the Kaiser Child Development Center Campus Improvements Project, in the lump sum amount of \$6,551,440.00, which includes a contingency allowance of \$260,000.00, with the work anticipated to commence on June 8, 2023, and required to be completed within one hundred fifty days (150), with an anticipated ending of November 4, 2023.

**Fiscal Impact** Fund 21 Building Fund, Measure Y and Fund 12 Child Development

**Attachments**

- Contract Justification Form
- Agreement, Bonds, and Other Contract Documents

- Certificate of Insurance
- Routing Form



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No.** 23-1135

**Department:** Facilities Planning and Management

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

**Project Name:** Kaiser Child Development Center Campus Improvements Project

**Project No.:** 21112

**Contract Term: Intended Start:** June 8, 2023

**Intended End:** November 4, 2023

**Total Cost Over Contract Term:** \$6,551,440.00

**Approved by:** Kenya Chatman

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

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

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

The District negotiated this contract directly with Contractor after the District failed to receive any bids for the project.

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

Mar Con Builders, Inc. for the latter to provide scope of work to include but not limited to replace existing play area and play structure to construct an outdoor learning/play area, and play structures. Replace AC paving adjacent to the school site, and install new turf in play yard. Includes fire alarm replacement throughout existing building, for the Kaiser Child Development Center Campus 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?

The District did not receive bids for this project, thus, the District reached out directly to Mar Con Builders, Inc. to visit the site and submit a quote. The District found that the quote was at a reasonable price for the district.

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: No bids were received in response to the District’s invitation for the same (Public Contract Code §22038)

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:

- The District negotiated this contract directly with Contractor after failing to receive any bids following the District’s invitation for the same.

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective **June 8, 2023**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **MAR CON BUILDERS, INC.** hereinafter called the “Contractor.”

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

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

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

the Kaiser Child Development Center Site Improvements Project, 25 S Hill Ct., Oakland, CA 94618

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

Gelfand Partners Architects, 165 Tenth Street, Suite 100, San Francisco, CA 94103, 415-346-4040

and other Contract Documents relating thereto.

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, dated June 30, 2021, which is available to upload found by going to the OUSD home page: [ousd.org](http://ousd.org) > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

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

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

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

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be one hundred fifty days (150) 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 **June 8, 2023**, in which case the deadline for Completion would be **November 4, 2023**.

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

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

Accordingly, the parties agree that \$1,000.00 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 \$1,000.00 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 **SIX MILLION FIVE HUNDRED FIFTY-ONE THOUSAND FOUR HUNDRED FORTY DOLLARS NO/100 (\$6,551,440.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a special allowance of **\$50,000** for the following scope of work Hazardous Material Allowance (see the Bid Form in the plans and specifications for details of this special allowance scope). The above contract price includes a general contingency allowance of **TWO HUNDRED SIXTY THOUSAND DOLLARS NO/100 (\$260,000.00)** 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 \$4,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$2,000,000 per accident for bodily injury and property damage combined single limit.

**ARTICLE XII. ENTIRE AGREEMENT.**

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

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

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

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.**

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

**ARTICLE XV. BINDING EFFECT.**

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

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

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the

State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**ARTICLE XVII. AMENDMENTS.**

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

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.**

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

**ARTICLE XIX. WRITTEN NOTICE.**

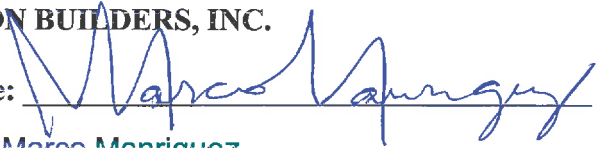
Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person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

**ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.**

The Owner is using State of California funds for this Contract, and therefore Contractor must 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:**

**MAR CON BUILDERS, INC.**

Signature: 

Name: Marco Manriquez

Date: 5/16/2023

(Chairman, Pres., or Vice-Pres. President/ CEO)

Signature 

Name: Secretary

Date: 5/16/2023

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

OAKLAND UNIFIED SCHOOL DISTRICT

  
\_\_\_\_\_  
Mike Hutchinson, President, Board of Education 6/8/2023  
Date

  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education 6/8/2023  
Date

  
\_\_\_\_\_  
Lisa Grant-Dawson, Chief Business Officer 5/22/2023  
Date

Facilities Planning and Management

Approved As To Form: (Limited Approval)

  
\_\_\_\_\_  
OUSD Facilities Legal Counsel 5/19/23  
Date

829636

CALIFORNIA CONTRACTOR'S  
LICENSE NO.

3/31/2025

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: Kaiser CDC  
 Project: Campus Improvements  
 Project #: 21112  
 Estimate: \$2,600,000

Date: Thursday, March 30, 2023  
 Time: 2:00 P.M.  
 Project Mgr: Victor Manansala  
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b>	Base Bid:		<b>Required Day of Bid:</b>
Address:	Allowance:	\$260,000.00	Signed Bid Form
City/State:	<b>TOTAL:</b>		Addendum Acknow.
Phone:	Alternates:		Bid Bond
Fax:			Non-Collusion
			Iran Contracting Certification
<b>NO BIDS RECEIVED</b>		<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification
			Contractor's Sub List
			Debarment Suspension & Schd Z
			<b>Local Business Participation Form</b>
		<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms
<b>Company:</b>	Base Bid:		<b>Required Day of Bid:</b>
Address:	Allowance:	\$260,000.00	Signed Bid Form
City/State:	<b>TOTAL:</b>		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
			<b>Local Business Participation Form</b>
		<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms
<b>Company:</b>	Base Bid:		<b>Required Day of Bid:</b>
Address:	Allowance:	\$260,000.00	Signed Bid Form
City/State:	<b>TOTAL:</b>		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
			<b>Local Business Participation Form</b>
		<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms
<b>Company:</b>	Base Bid:		<b>Required Day of Bid:</b>
Address:	Allowance:	\$260,000.00	Signed Bid Form
City/State:	<b>TOTAL:</b>		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
			<b>Local Business Participation Form</b>
		<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms

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

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

Dear Board Members:

The undersigned, doing business under the firm name of Mar Con Builders, Inc., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as Kaiser ES Child Development Center Project, (the "Contract"), Project No. 21112, Scope of work includes but not limited to replace existing play area and play structure to construct an outdoor learning/play area, and play structures. Replace AC paving adjacent to the school site, and install new turf in play yard. Includes fire alarm replacement throughout existing building. (the "Contract").

The Contract Documents were prepared by Gelfand Partners Architects, 165 Tenth Street, Suite 100, San Francisco, CA, 94103

**Bid Amount (Base Bid):**

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

Six Million Two Hundred Forty-one Thousand Four Hundred Forty Dollars <i>Bid Amount</i>	\$ <u>6,241,440</u>
Fifty Thousand Dollars <i>Hazmat Contingency Allowance</i>	\$ <u>50,000.00</u>
Two Hundred Sixty Thousand Dollars <i>Contingency Allowance</i>	\$ <u>260,000.00</u>

OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER ES CHILD DEVELOPMENT  
CAMPUS IMPROVEMENTS  
PROJECT NO. 21112

BID FORM  
DOCUMENT 00 31 01

Six Million Five Hundred Fifty-One Thousand Four Hundred Forty Dollars	\$ 6,551,440
<i>Total Base Bid Amount</i>	
<i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i>	

**Miscellaneous:**

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

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

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

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

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

8108A Capwell Drive, Oakland CA 94621

Fax: (510) 639-1915

Our Public Liability and Property Damage Insurance is placed with:

\_\_\_\_\_

Our Workers' Compensation Insurance is placed with:

\_\_\_\_\_



---

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. \_\_ Date \_\_ Addendum No. 1 Date 2/28/2023  
Addendum No. \_\_ Date \_\_ Addendum No. 2, Revised Date 3/15/2023  
Addendum No. \_\_ Date \_\_ Addendum No. 3 Date 3/24/2023

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

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

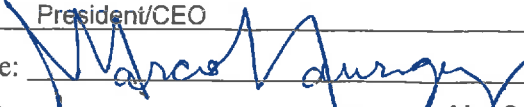
Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER ES CHILD DEVELOPMENT CENTER  
CAMPUS IMPROVEMENTS  
PROJECT NO. 22120

BID FORM  
DOCUMENT 00 31 01

Print or Type Name: Marco Manriquez  
Title: President/CEO  
Signature:   
Name of Company as Licensed in California: Man Con Builders, Inc.  
Business Address: 8108A Capwell Drive, Oakland, CA 94621  
Telephone Number: (510) 639-1914  
California Contractor License No.: 829636  
Class and Expiration Date: B, 3/31/2025  
Public Works Contractor Registration No.: 1000946787  
State of Incorporation, if Applicable: California

INDIVIDUAL:

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

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

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

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

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

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: 11/30, 2016

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

(Name) Marco Manriquez



(Secretary, Asst. Secretary, CFO, or Asst. Treasurer

Secretary

OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER ES CHILD DEVELOPMENT CENTER  
CAMPUS IMPROVEMENTS  
PROJECT NO. 21112

BID FORM  
DOCUMENT 00 31 01

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

Bond Number: 18L005920  
Premium Included in Perf. bond

**KNOW ALL MEN BY THESE PRESENTS:**

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

**Kaiser ES Child Development Center Campus Improvements Project, located at 25 S Hill Ct., Oakland, CA 94618, the scope consists of but not limited to : replace existing play area and play structure to construct an outdoor learning/play area, and play structures. Replace AC paving adjacent to the school site, and install new turf in play yard. Includes fire alarm replacement throughout existing building.**

Which said agreement dated May 25, 2023, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

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

That the said Principal and the undersigned The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Six Million Five Hundred Fifty One Thousand Four Hundred Forty Dollars (\$6,551,440.00) 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 16th day of May, 2023.

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

Mar Con Builders, Inc.  
Principal

The Ohio Casualty Insurance Company  
Surety



By: Natalie K. Trofimoff  
Attorney-in-Fact

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

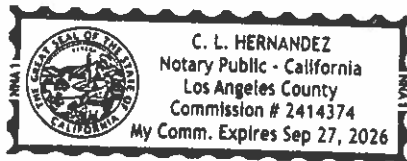
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )  
 ) ss  
County of Los Angeles )

On MAY 16 2023, before me, C.L. Hernandez, 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: C. L. Hernandez  
C.L. Hernandez, Notary Public



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

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

Certificate No: 8204962-977459

POWER OF ATTORNEY

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

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

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



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

By: David M. Carey

David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

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

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



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

By: Teresa Pastella

Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this MAY 16 2023 day of



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

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

**CHANGE RIDER**

To be attached to and form a part of Bond No. 18L005920  
in the amount of \$ 6,551,440.00 issued by The Ohio Casualty Insurance Company  
on behalf of Mar Con Builders, Inc.

in favor of Oakland Unified School District

It is understood and agreed that the bond described above is hereby modified so as to

Amending date of Contract

From: May 25, 2023

To: June 8, 2023

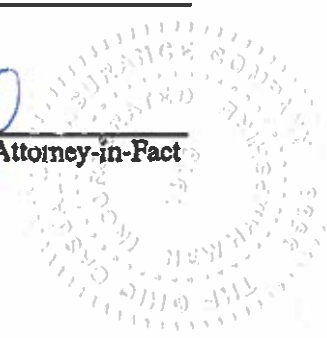
It is further expressly understood and agreed that the aggregate liability of the \_\_\_\_\_  
The Ohio Casualty Insurance Company under said bond to the obligee  
herein mentioned shall not exceed the amount stated above.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms,  
agreements, conditions or limitations of the above-mentioned bond, other than as above stated.

Signed, sealed and dated this 16th day of May, 2023.

The Ohio Casualty Insurance Company

BY:   
Natalie K. Trofimoff **Attorney-in-Fact**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

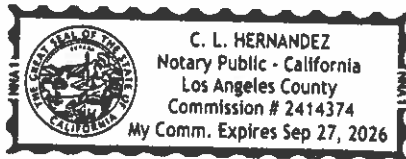
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )  
 ) ss  
County of Los Angeles )

On MAY 16 2023, before me, C.L. Hernandez, 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: C. L. Hernandez  
C.L. Hernandez, Notary Public



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

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

Certificate No: 8204962-977459

POWER OF ATTORNEY

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

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

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



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

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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

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



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

By: [Signature]
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

MAY 16 2023

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_ day of \_\_\_.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

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

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





Oakland Unified School District  
Local Business Utilization



LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	Mar Con Builders, Inc.	Bid Opening Date	
Project Name	Kaiser ES Child Development Center Campus Improvements	Time:	
Project Number	21112	Project Manager:	Victor Manansala
Proposed Total Contract Amount	\$6,551,400	Architect:	Gelfand Partners

BASE BID AMOUNT

Proposed Total SLBE Amount (%)  %

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)
Company Name: Mar Con Builders, Inc. Certifying Agency: Alameda County Address, City/State: 8108A Capwell Drive, Oakland CA 94621 Certification No. (if available): 12-00024	\$2,392,535		37%	
Company Name: Digital Design Comm Certifying Agency: Alameda County Address, City/State: 8128 Capwell Drive, Oakland CA 94621 Certification No. (if available):	\$435,000		6.6%	
Company Name: <input type="text"/> Certifying Agency: <input type="text"/> Address, City/State: <input type="text"/> Certification No. (if available): <input type="text"/>				
Company Name: <input type="text"/> Certifying Agency: <input type="text"/> Address, City/State: <input type="text"/> Certification No. (if available): <input type="text"/>				
Company Name: <input type="text"/> Certifying Agency: <input type="text"/> Address, City/State: <input type="text"/> Certification No. (if available): <input type="text"/>				
Company Name: <input type="text"/> Certifying Agency: <input type="text"/> Address, City/State: <input type="text"/> Certification No. (if available): <input type="text"/>				
<b>TOTAL PARTICIPATION</b>	\$ 208270535	0 %	376.6 %	0 %

APPROVAL - LBU Compliance Officer \_\_\_\_\_

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



Liberty Mutual Surety
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.libertymutualsurety.com

COMMITMENT TO TERMS AND/OR POST COLLATERAL

TO: The Ohio Casualty Insurance Company ("Surety")

FOR: Mar Con Co dba Mar Con Builders ("Principal")

The undersigned understand(s) and agree(s) that any bid bonds released to the Principal are released on the condition that if the Principal is awarded a contract, the undersigned shall provide Surety with the collateral listed as a condition to the issuance of the final bond(s). Such collateral shall be in such amount(s) and form as required by Surety.

The undersigned acknowledge(s) and agree(s) that the obligation of Surety to issue the final bond(s) is conditioned upon Surety obtaining valid and perfected security interest in the below described collateral (as determined by Surety in its sole discretion), and the undersigned shall make such deliveries to Surety and execute such documents as Surety may require to create and/or perfect such security interests. Likewise, any fees associated with the securing of collateral will be the responsibility of the Principal unless otherwise approved in advance. All collateral is considered account versus bond specific.

Further, notwithstanding that the undersigned may have provided the collateral or other consideration described below, the undersigned understand(s) and agree(s) that if prior to the issuance of the final bond(s) Surety determines in its sole discretion that there has been a material and adverse change in the financial condition of any of the undersigned, then Surety shall not be obligated to issue the final bond(s).

The undersigned hold Surety and its appointed agency Alliant Insurance Services, Inc. (985726) harmless from and against any and all loss and/or liability the undersigned may sustain if Surety does not provide the bid or final bond(s) due to the undersigned's failure to comply with the conditions set forth below and/or due to a material and adverse change in the financial condition of any of the undersigned. Collateral will be retained until Surety has received written evidence, satisfactory to Surety of discharge from all liability under all bonds issued for Principal.

Terms/Collateral Required:

For the \$6,551,400.00 bond on the Oakland USD Kaiser Elementary School Project No. 21112:

- Funds Administration
- Bond back of approximately \$2.9mm from McKim Corporation to be in place 30 days after the release of our bonds.
- \$100k preload of the funds administration account until the '22 CPA statement and sub bond back are received.
- Bond premium rate: 2.15% flat, plus 0.85% fee payable to the funds administrator

Principal: Mar Con Co dba Mar Con Builders

By: Marco Manriquez, President Date: 4/26/2023



**NONCOLLUSION DECLARATION**  
**DOCUMENT 00 40 03**

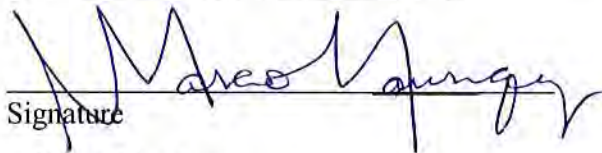
Owner: Oakland Unified School District  
Contract: Kaiser ES Child Development Center Campus Improvements  
The undersigned declares:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 26, 2023, at Oakland [city], California [state].

  
Signature

Marco Manriquez  
Print Name

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

Owner: Oakland Unified School District  
Contract: Kaiser ES Child Development Center Campus Improvements

I, Marco Manriquez, declare that I am the President  
*[insert title]* of Mar Con Builders, Inc., the entity making and submitting the bid for  
the above Project that accompanies this Declaration, and that such bid includes sufficient  
funds to permit Mar Con Builders *[insert name of entity]* to comply with all local,  
state or federal labor laws or regulations during the Project, including payment of  
prevailing wage, and that Mar Con Builders *[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 April 26 2023, at Oakland *[city]*,  
California *[state]*.

Date: 4/26/2023

  
Signature

Print Name: Marco Manriquez

Print Title: President/CEO



**IRAN CONTRACTING ACT CERTIFICATION**

**(Public Contract Code sections 2202-2208)**

**DOCUMENT 00 40 04**

**(To be Executed by Bidder and Submitted With Bid)**

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> Mar Con Builders, Inc.		<i>Federal ID Number (or n/a)</i> 81-4673000	
<i>By (Authorized Signature)</i> 			
<i>Printed Name and Title of Person Signing</i> Marco Manriquez, President/CEO			
<i>Date Executed</i> April 26, 2023		<i>Executed in</i> California	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>	

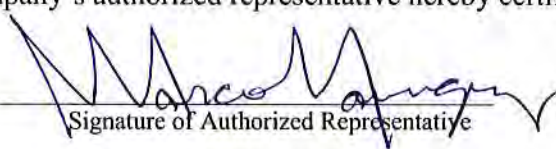
**SCHEDULE Z**  
**DOCUMENT 00 52 00**

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

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

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

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

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
<u>Mar Con Builders, Inc.</u> Company Name		 Signature of Authorized Representative	
<u>8108A Capwell Drive, Oakland</u> Address		<u>Marco Manriquez</u> Type or Print Name	
<u>94621</u> Area Code	<u>(510) 639-1914</u> Phone	<u>4/26/2023</u> Date	<u>Marco Manriquez</u> 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: Kaiser ES Child Development Center Campus 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.

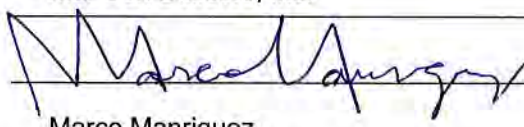
\_\_\_\_\_ I certify that \_\_\_\_\_ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution 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: 4/26/2023

Proper Name of Bidder: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President/ CEO

END OF DOCUMENT

**DRUG-FREE WORKPLACE CERTIFICATION**  
**DOCUMENT 00 42 00**

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or organization's policy of maintaining a drug-free workplace;
  - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

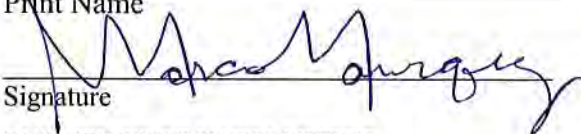
I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

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

Mar Con Builders, Inc.  
Name of Contractor

Marco Manriquez  
Print Name

4/26/2023  
Date

Signature 

OAKLAND UNIFIED SCHOOL DISTRICT  
KAISER ES CHILD DEVELOPMENT CENTER  
CAMPUS IMPROVEMENTS  
PROJECT NO.: 21112  
FEBRUARY 22, 2023  
{SR684086}

DRUG FREE WORKPLACE CERTIFICATION  
DOCUMENT 00 42 00



**WORKERS' COMPENSATION CERTIFICATE**  
**DOCUMENT 00 40 05**

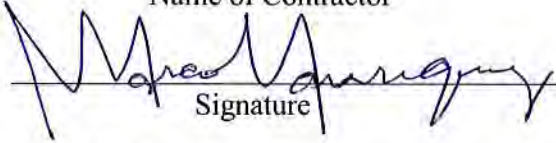
Labor Code Section 3700, in relevant part, provides:

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

- a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
  
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

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

\_\_\_\_\_  
Mar Con Builders, Inc.  
Name of Contractor

  
Signature

\_\_\_\_\_  
Marco Manriquez  
Print Name

\_\_\_\_\_  
4/26/2023  
Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

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

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

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

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

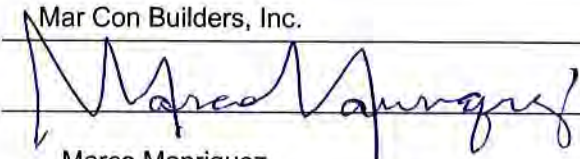
Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to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

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

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

Date: 4/26/2023

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President/ CEO

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

PROJECT/CONTRACT NO. Kaiser ES Child Development Center Campus Improvements/ Project No.21112 between Oakland Unified School District ("District") and Mar Con Builders, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

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

**1. Lead as a Health Hazard**

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

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

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

**2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample

survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

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

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

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

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

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

**Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior**

**to beginning Work on the Project, along with all current insurance certificates.**

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

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

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

**4. Contractor's Liability**

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

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

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

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

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

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;

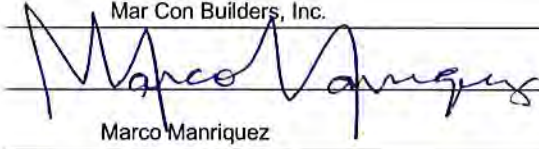


2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

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

Date: 4/26/2023

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President/CEO

END OF DOCUMENT



**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION  
DOCUMENT 00 40 06**

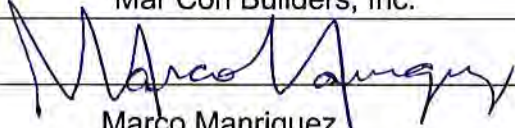
PROJECT/CONTRACT NO. Kaiser ES Child Development Center  
Campus Improvements, Project No. 21112 between Oakland Unified  
School District ("District") and Mar Con Builders, Inc.  
("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California public works contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: 4/26/2023

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President/CEO

END OF DOCUMENT

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

PROJECT NO. 21112 ("Project") between Oakland Unified School District (the "District" or the "Owner") and Mar Con Builders (the "Contractor" or the "Bidder").

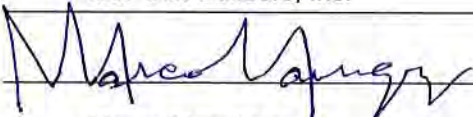
This Tobacco-Free Environment Certification form is required from the successful Bidder.

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

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

Date: 4/26/2023

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President/CEO

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

PROJECT NO. 21112 ("Project") between Oakland Unified School District (the "District" or the "Owner") and Mar Con Builders (the "Contractor" or the "Bidder").

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

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

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

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

Name of firm ("Firm"): Mar Con Builders, Inc.

Mailing address: 8108A Capwell Drive, Oakland, CA 94621

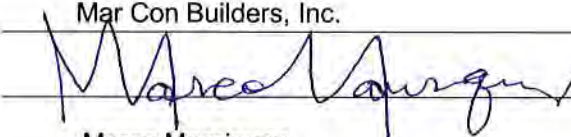
Addresses of branch office used for this Project: 8108A Capwell Drive, Oakland, CA 94621

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

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

Date: 4/26/2023

Proper Name of Contractor: Mar Con Builders, Inc.

Signature: 

Print Name: Marco Manriquez

Title: President/ CEO





## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information				
<b>Project Name</b>	Kaiser Elementary School Child Development Center Campus Improvements Project	<b>Site</b>	812	
Basic Directions				
<b>Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.</b>				
<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider			

Contractor Information							
<b>Contractor Name</b>	Mar Con Builders, Inc.	<b>Agency's Contact</b>	Marco Manriquez				
<b>OUSD Vendor ID #</b>	002712	<b>Title</b>	President				
<b>Street Address</b>	8108A Capwell Drive	<b>City</b>	Oakland	<b>State</b>	CA	<b>Zip</b>	94621
<b>Telephone</b>	510-6398-1914	<b>Policy Expires</b>					
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	21112						

Term of Original/Amended Contract			
<b>Date Work Will Begin (i.e., effective date of contract)</b>	6-8-2023	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	11-4-2023
		<b>New Date of Contract End (If Any)</b>	

Compensation/Revised Compensation			
<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$6,551,440.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9655/6105	Fund 21, Measure Y & Fund 12 Child Dev. Fund	210-9650-0 9858- 8500-6271-812 9180-9906-9999-21112	6271	\$2,150,000.00
		120-6105-0-8500-8500-6271-812- 9180-8500-9999-21112	6271	\$4,401,440.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b> 510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>			
	<b>Signature</b> 	<b>Date Approved</b>	5/22/23	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	<b>Signature</b>  Lozano Smith, approved as to form (limited)	<b>Date Approved</b>	5/19/23	
3.	<b>Chief Business Officer, Facilities Planning and Management</b>			
	<b>Signature</b> 	<b>Date Approved</b>	5/22/2023	
4.	<b>Chief Financial Officer</b>			
	<b>Signature</b>	<b>Date Approved</b>		
5.	<b>President, Board of Education</b>			
	<b>Signature</b>	<b>Date Approved</b>		