

Board Office Use: Legislative File Info.	
File ID Number	22-1602
Introduction Date	6-29-2022
Enactment Number	22-1338
Enactment Date	6/29/2022 er



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
*(Handwritten initials)* Tadashi Nakadegawa, Division of Facilities Planning and Management

**Board Meeting Date** June 29, 2022

**Subject** Change Order No. 1 Agreement Between Owner and Contractor – Native Soil, Inc. – The Center New Irrigation 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 **Native Soil, Inc.**, Oakland, California, improvement to the landscaping at the Central Kitchen and Electricity work for the irrigation controller for the **Center New Irrigation Project**, in the amount of **\$75,946.78**, increasing the contract price from **\$55,000.00** to **\$130,946.78**, pursuant the Change Order.

**Discussion** This Change Order is for the improvement to the landscaping at the Central Kitchen and Electricity work for the irrigation controller. Competitive bidding was not required due to the absence of any advantage in doing so. (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 635-647.) Resolution No. 2122-0245 authorizing use of the Graydon exception to public bidding is before the Board for consideration and approval.

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the **District** and **Native Soil, Inc.**, Oakland, California, improvement to the landscaping at the Central Kitchen and Electricity work for the irrigation controller for the **Center New Irrigation Project**, in the amount of **\$75,946.78**, increasing the contract price from **\$55,000.00** to **\$130,946.78**, pursuant the Change Order.

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

**Attachments**

- Resolution No. 2122-0245 with Exhibit A including Change Order No. 1 and Other Documents
- Routing Form
- File ID 22-0674

**RESOLUTION NO. 2122-0245**

**BOARD OF EDUCATION OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
DECLARING THE FUTILITY OF PUBLIC BIDDING FOR  
ADDITIONAL WORK AT THE CENTER NEW IRRIGATION PROJECT, AND  
APPROVING A CHANGE ORDER FOR THAT WORK**

**WHEREAS**, the Oakland Unified School District (“Agency”) and Native Soil, Inc. (“Contractor”) entered into a contract for Contractor to furnish and install a new irrigation system for the Garden area and install three (3) trench drains at the Greenhouse and one (1) drain sink at the Sink Enclosure at the Center New Irrigation System Project (“Project”) located at the Center;

**WHEREAS**, the Agency was not required to competitively bid the Project as the original contract was for less than \$60,000 and Contractor was directly awarded a contract for the Project for Fifty-Five Thousand and NO/100 Dollars (\$55,000.00) (“Contract Price”) (*See* Public Contract Code § 22034(a));

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

**WHEREAS**, Contractor has provided a quote for the Additional Work of Seventy-Five Thousand Nine-Hundred Forty-Six Dollars and Seventy-Eight Cents (\$75,946.78), which exceeds the limit for change orders that are not competitively bid, as established by Public Contract Code section 20118.4;

**WHEREAS**, the Agency’s construction manager (Elena Comrie), and Agency staff believe that the Contractor’s quoted price to perform the Additional Work is reasonable;

**WHEREAS**, going out to bid for the Additional Work would have resulted in substantial delay to the Project, the Additional Work, and other public works projects at the Center site, resulting in significantly increased costs for the Agency, as the time frame to have bid the Additional Work would have hindered the Center’s ability to hold classes and would have damaged the existing plants (including fruit and vegetable plants), thus threatening their survival over the Project’s duration;

**WHEREAS**, the Additional Work should have been provided by the Contractor to ensure continuity of quality and appearance of the work;

**WHEREAS**, hiring a contractor other than the Contractor to perform the Additional Work would have resulted in waste and delay, as the learning curve, warranty, and potential scheduling issues would have resulted in more expenses and delay for the Agency because the Contractor has already mobilized on site, is familiar with the Agency’s needs, and is acquainted with the Project;

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

**WHEREAS**, if the Agency had bid the Additional Work, the prices of those bids would likely have been higher than the price of Contractor's quote for the Additional Work because Contractor was already mobilized on the Project, thus reducing costs such as overhead;

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

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

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

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

The foregoing Resolution was adopted by the governing body of the Oakland Unified School District at a regularly scheduled meeting on the 29th day of June 2022, by the following vote:

**AYES:** Aimee Eng, Mike Hutchinson, Clifford Thompson, Vice President Benjamin "Sam" Davis,  
President Gary Yee

**NOES:** None

ABSTAIN: VanCedric Williams

ABSENT: (Vacancy), Samantha Pal (Student Director), Natalie Gallego Chavez (Student Director)

## CERTIFICATION

We hereby certify that the foregoing is a full, true, and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on June 29, 2022.

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-1602
Introduction Date	6-29-2022
Enactment Number	22-138
Enactment Date	6/29/22

## OAKLAND UNIFIED SCHOOL DISTRICT



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Gary Yee  
President, Board of Education



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Kyla Johnston-Trammell  
Superintendent and Secretary, Board of Education

# EXHIBIT A

# OAKLAND UNIFIED SCHOOL DISTRICT

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

## CHANGE ORDER NO. 1

Design-Bld-Build Contract

PROJECT: The Center Project  
Foster Elementary School

DATE: MAY 16, 2022

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT  
CONTRACTOR: NATIVE SOIL  
1721 Broadway Suite 201  
Oakland, CA 94612

DSA FILE NO.: 01  
DSA APP NO.: 114989  
OUSD PROJECT #: 13133  
PROJECT MANAGER: Elena Comrie

If not previously directed, the Contractor is hereby directed to perform the Work described in 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 or PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs): PCO 1-6 Site requested improvement to the landscaping at the Central Kitchen and Electricity work for the irrigation controller.

OTHER AGREED CHANGES TO THE CONTRACT: \_\_\_\_\_

AGREED ADJUSTMENT TO CONTRACT PRICE IN THIS CHANGE ORDER: \$ 75,946.78

AGREED ADJUSTMENT TO CONTRACT TIME IN THIS CHANGE ORDER: \_\_\_\_\_ calendar days

AGREED ADJUSTMENT TO TIME FOR THE \_\_\_\_\_ MILESTONE DEADLINE IN THIS CHANGE ORDER:  
\_\_\_\_\_ calendar days

### SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all specific allowances and any general contingency allowance):	\$	<u>55,000.00</u>
Total of Prior Change Orders' Adjustments:	+ \$	<u>0.00</u>
Total Contract Price Prior to this Change Order:	= \$	<u>55,000.00</u>
This Change Order's Adjustment:	+ \$	<u>75,946.78</u>
New Contract Price (including all allowances):	= \$	<u>130,946.78</u>

Current Change Order's Percentage of Original Contract Price: 138.08 %  
Total Change Orders' Percentage of Original Contract Price: 138.08 %

**NOTE:** Any unspent allowance amounts (including any general 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 the signatures of the Contractor and Owner, but does not require Board approval.

### SUMMARY OF ADJUSTMENTS TO CONTRACT TIME FOR COMPLETION:

# OAKLAND UNIFIED SCHOOL DISTRICT

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Original Contract Time:	<u>90</u> Calendar Days
Time extensions granted in prior change orders:	+ <u>0</u> Calendar Days
Time extension granted in this change order:	+ <u>0</u> Calendar Days
Adjusted Contract Time:	= <u>90</u> Calendar Days

Start date per Notice to Proceed:	<u>4/14/2022</u>
Completion Deadline Based on Adjusted Contract Time:	<u>7/31/2022</u>

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE TO THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY THE CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST 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 WRITTEN PERMISSION OF THE OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

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

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

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

**Approved as to Form:**

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

6/22/22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Yee, President, Board of Education

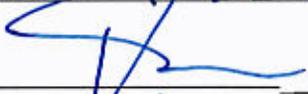
\_\_\_\_\_  
Date

\_\_\_\_\_  
Kyla Johson-Trammell, Superintendent  
and Secretary, Board of Education

\_\_\_\_\_  
Date

# OAKLAND UNIFIED SCHOOL DISTRICT

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

<p><b>Approved: Architect of Record</b></p> <p style="text-align: center; color: red; font-size: 1.2em;">N/A</p> <hr/> <p><b>Date:</b></p>	<p><b>Approved and Agreed: General Contractor</b></p> <p style="text-align: center;"> 05/15/22</p> <hr/> <p><b>Date:</b></p>	<p><b>Approved and Agreed:</b></p> <p style="text-align: center;"></p> <hr/> <p><b>Director of Facilities</b></p> <p><b>Date:</b> 5-17-2022</p> <hr/> <p style="text-align: center;"></p> <hr/> <p><b>Deputy Chief of Facilities</b></p> <p><b>Date:</b> 5/25/2022</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 REQUEST (or Proposed Change Order)

No. 1

PROJECT: The Center  
Foster Elementary School  
OWNER: Oakland Unified School District  
CONTRACTOR: Native Soil

DATE: May 10, 2022  
DSA FILE NO.: 01  
DSA APP NO.: 114989  
OUSD PROJECT#: 13133-3  
PROJECT MANAGER: Elena Comrie

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):

Furnish and install Ball Valves and repair OG

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 20,358.45

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

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### CERTIFICATION

I, Emmanuel Gomez, declare the following:

Native Soil has contracted with Oakland Unified School District for the Central Administrative Center at Cole Contract. Native Soil 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 April 28, 2022, and entitled PCO 1 Ball Valves, and requesting \$20,358.45 and/or     additional days), and I prepared the attached COR. I am the most knowledgeable person at Native Soil, regarding this COR.

The attached COR complies with all laws applicable to the 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 the law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or Native Soil.

# OAKLAND UNIFIED SCHOOL DISTRICT

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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 Native Soil.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Native Soil, INC when necessary to ensure that the statements were true and correct.

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed May 11, 2022 at oakland, California.

 [signature]  
Emmanuel Gomez

<b>Initiated By:</b>  <div style="text-align: center; margin-top: 20px;">N/A</div> <hr style="width: 100%;"/> Architect of Record <span style="float: right;">Date</span>	<b>Reviewed By:</b>  <div style="text-align: center; margin-top: 20px;">  </div> <div style="text-align: right; margin-top: 10px;">5/11/22</div> <hr style="width: 100%;"/> Project Manager <span style="float: right;">Date</span>	<b>Acknowledged By:</b>  <div style="text-align: right; margin-top: 20px;">5/11/2022</div> <div style="text-align: center; margin-top: 10px;">  </div> <hr style="width: 100%;"/> Contractor <span style="float: right;">Date</span>
<b>OUSD APPROVAL:</b>  <div style="margin-top: 20px;">  </div> <div style="text-align: right; margin-top: 10px;">5/25/2022</div> <hr style="width: 100%;"/> Director of Facilities <span style="float: right;">Date</span>	<b>OUSD Approval:</b>  <div style="margin-top: 20px;">  </div> <div style="text-align: right; margin-top: 10px;">5/25/2022</div> <hr style="width: 100%;"/> Deputy Chief <span style="float: right;">Date</span>	

**INTELLIBID COST BREAKDOWN**  
SHEET 51 OF 52

**CONTRACTOR:** NATIVE SOIL INC  
**PROJECT NAME:** Central Kitchen  
**PROJECT NUMBER:** 13113  
**CHANGE ORDER NUMBER:** 1 **DATE:** 04 28 2022  
**CHANGE ORDER DESCRIPTION:** Furnish and install ball valves and Repair DG

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	14,560.00	
2. Fifteen percent (15%) of Line 1	\$	2,184.00	
3. Sum of Lines 1 & 2			\$ 16,744.00
4. TOTAL BURDEN LABOR COSTS			\$ -
5. TOTAL MATERIAL COSTS	\$	1,776.50	
6. Fifteen percent (15%) of Line 5	\$	266.48	
7. Sum of Lines 5 & 6			\$ 2,042.98
8. Tax			\$ -
9. TOTAL EQUIPMENT RENTAL COSTS	\$	1,366.50	
10. Fifteen percent (15%) of Line 9	\$	204.98	
11. Sum of Lines 9 & 10			\$ 1,571.48
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	-	
	\$	-	
13. Five percent (5%) of line 12	\$	-	
14. Sum of Lines 12 & 13			\$ -
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 20,358.45
COST OF BONDS			
TOTAL CHANGE ORDER			\$ 20,358.45

NOTE:

## INTELLIBID COST BREAKDOWN

SHEET S2 OF S2

**CONTRACTOR:** NATIVE SOIL INC  
**PROJECT NAME:** Central Kitchen  
**PROJECT NUMBER:** 13113  
**CHANGE ORDER NUMBER:** 1                      **DATE:** 04 28 2022  
**CHANGE ORDER DESCRIPTION:** Furnish and install ball valves and Repair DG

LABOR				
NAME		HOURS	RATE	TOTAL
DIRECT COSTS	Landscape Tech I	80.0	\$ 77.00	\$ 6,160.00
	Landscape Tech IV	80.0	\$ 70.00	\$ 5,600.00
	Landscape Tech IV	40.0	\$ 70.00	\$ 2,800.00
	Apprentice	0.0	\$ 63.20	\$ -
			\$ -	\$ -
<b>TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1)</b>				<b>\$ 14,560.00</b>
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL BURDEN LABOR COSTS (Transfers to Line 4 of Sheet S1)</b>				<b>\$ -</b>

MATERIALS			
DESCRIPTION		COST	
25 ball valves, fittings, pipe, glue etc	1	\$ 415.00	\$ 415.00
DG	2	\$ 400.00	\$ 800.00
Base Rock	4	\$ 100.00	\$ 400.00
	0	\$ -	\$ -
	0	\$ -	\$ -
<b>MATERIAL COSTS (Without Sales Tax)</b>			<b>\$ 1,615.00</b>
<b>FREIGHT, SHIPPING, HANDLING</b>			<b>\$ -</b>
<b>SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 5 of Sheet 1</b>			<b>\$ 1,615.00</b>
<b>SALES TAX ON MATERIAL AT 10% - Line 8 of Sheet 1</b>			<b>\$ 161.50</b>
<b>TOTAL MATERIAL COSTS</b>			<b>\$ 1,776.50</b>

EQUIPMENT				
SIZE AND TYPE	I.D. #	HOURS	RATE	TOTAL
Mini excavator, Compactor, delivery, pick up - 1 week		1	\$ 1,366.50	\$ 1,366.50
		0	\$ 0	\$ -
		0	\$ 0	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 7 of Sheet S1)</b>				<b>\$ 1,366.50</b>

**RE: Irrigation Plan and Schedule**

Elena Comrie &lt;ecomrie@cumming-group.com&gt;

Wed 4/6/2022 4:11 PM

To: Emmanuel Gomez &lt;egomez@nativesoilinc.com&gt;; Shante Jordan &lt;shante.jordan@ousd.org&gt;

 3 attachments (9 MB)

Re: Central Kitchen Change Order #1; C01 4.5.22.pdf; Central Kitchen Irrigation 4.6.22 (1).pdf;

Hi Manny,

CO 1 is approved for the valves and investigation and repair.

When will the options for inside the greenhouse be submitted for review?

Also, remember to provide a cost estimate for the new hose bib that was requested close to the reading circle.

Thanks,

**ELENA COMRIE**

Senior Program Manager



ecomrie@cumming-group.com

P: +1 (510) 906-2123

C: +1 (415) 916-2461

1111 Broadway, Suite 300,

Oakland, CA 94607

cumming-group.com

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**From:** Emmanuel Gomez <egomez@nativesoilinc.com>**Sent:** Wednesday, April 6, 2022 1:25 PM**To:** Elena Comrie <ecomrie@cumming-group.com>**Cc:** Shante Jordan <shante.jordan@ousd.org>**Subject:** Irrigation Plan and Schedule

Hi Elena,

Please see the attached Irrigation Plan and Schedule.

Are the isolation valves approved?

Best,



**CONCORD BRANCH**  
 Tel - (925) 691-9115  
 Fax - (925) 691-1987

For Billing Inquiries Call (415) 256-1711  
 NO Returns for Special Orders

**INVOICE**

Remit To: **Watersavers Irrigation, Inc.**  
**4306 Redwood Highway Suite 200**  
**San Rafael, CA 94903**  
 Phone: (415) 256-1711 Fax: (415) 454-1556

Inv Date	Invoice #
04/06/22	2628889-00
PO #	Page #
.	1



Cust #: 3434

Bill **NATIVE SOIL**  
 To: **1721 BROADWAY STREET**  
**SUITE 201**  
**OAKLAND, CA 94612**

Ship **NATIVE SOIL**  
 To: **2850 WEST ST**  
**OAKLAND, CA 94602**

Taken By	PO #	Job Name	Sales Code
BJ	.	3434	10
Instructions	Ship Point	Via	Shipped
MANNY GOMEZ (510)332-9048	CONCORD		04/06/22
			TERMS
			2% 10TH, N31

Ln #	Product and Description	Quantity Ordered	Quantity B/O	Quantity Shipped	Qty U/M	List Price	Price	Amount (Net)
1	075PBVS 3/4" PVC BALL VALVE SLIP	25	0	25	EA	8.09000	4.370	109.25
2	406007 3/4" SCH 40 PVC ELBOW FITTING SXS FOR IRRIGATION	150	0	150	EA	1.47000	.590	88.50
3	70 NDS 7" ROUND VALVE BOX W/LID	25	0	25	EA	9.56000	4.710	117.75
4	07540 3/4" PVC SCH 40 PIPE	80	0	80	FT	1.29700	.790	63.20

**Returns within 30 days with store receipt only**

CLAIMS MUST BE MADE WITHIN THREE DAYS AFTER DELIVERY. NO RETURNS UNLESS AUTHORIZED AND ACCOMPANIED BY THIS INVOICE. STOCK ITEMS RETURNED FOR CREDIT MAY BE SUBJECT TO A 20% RESTOCKING CHARGE. SPECIAL ORDER ITEMS MAY BE SUBJECT TO UP TO A 50% RESTOCKING CHARGE AND A FREIGHT CHARGE. A SERVICE CHARGE MAY BE ADDED TO ACCOUNTS PAST DUE AT A RATE OF 1-1/2% (18% ANNUM). IN THE EVENT OF DEFAULT, BUYER SHALL PAY REASONABLE ATTORNEY AND/OR COLLECTION FEES AND COSTS. SUIT MAY BE BROUGHT IN MARIN COUNTY, CA AT THE SELLER'S OPTION. BUYER AGREES TO ALL NO RECOMMENDATION HAS BEEN MADE REGARDING USE OF PESTICIDES OR ABOVE MATERIAL COVERED BY THIS INVOICE. QLOTED PRICES DO NOT INCLUDE SALES TAX.

<b>SUBTOTAL</b>	<b>378.70</b>
<b>SALES TAX</b>	<b>36.93</b>
<b>FREIGHT</b>	<b>0.00</b>

Signature captured on: at

**PAYMENT RECEIVED: Charge**

<b>PLEASE PAY THIS AMOUNT</b>	<b>415.63</b>
-------------------------------	---------------

*Delivery*

# 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 REQUEST (or Proposed Change Order)

No. 2

PROJECT: The Center  
Foster Elementary School  
OWNER: Oakland Unified School District  
CONTRACTOR: Native Soil

DATE: May 10, 2022  
DSA FILE NO.: 01  
DSA APP NO.: 114989  
OUSD PROJECT#: 13133-3  
PROJECT MANAGER: Elena Comrie

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):

Furnished and installed sleeves for irrigation under asphalt and restored asphalt to original conditions.  
Also, installed 6" lifts and compact to achieve 90 compaction rates to pass inspection and clean up.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 8,472.05

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

\*\*\*\*\*  
**CERTIFICATION**

I, Emmanuel Gomez, declare the following:

Native Soil has contracted with Oakland Unified School District for the Central Administrative Center at Cole Contract. Native Soil 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 April 28, 2022, and entitled PCO 2 Install sleeves and asphalt restoration, and requesting \$1,339.92 and/or      additional days), and I prepared the attached COR. I am the most knowledgeable person at Native Soil, regarding this COR.

The attached COR complies with all laws applicable to the 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

# OAKLAND UNIFIED SCHOOL DISTRICT

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

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 Native Soil.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Native Soil, INC when necessary to ensure that the statements were true and correct.

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed May 11, 2022, at Oakland, California.

 [signature]  
Emmanuel Gomez

<b>Initiated By:</b>  <div style="text-align: center; font-size: 1.2em; font-weight: bold;">N/A</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>Architect of Record</span> <span>Date</span> </div>	<b>Reviewed By:</b>  <div style="text-align: center;">  </div> <div style="text-align: right; margin-right: 20px;">5/11/22</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>Project Manager</span> <span>Date</span> </div>	<b>Acknowledged By:</b>  <div style="text-align: right; margin-right: 20px;">05/11/2022</div> <div style="text-align: center;">  </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>Contractor</span> <span>Date</span> </div>
<b>OUSD APPROVAL:</b>  <div style="font-size: 1.5em;">  </div> <div style="text-align: right; margin-right: 20px;">5/25/2022</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>Director of Facilities</span> <span>Date</span> </div>	<b>OUSD Approval:</b>  <div style="font-size: 1.5em;">  </div> <div style="text-align: right; margin-right: 20px;">5/25/2022</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>Deputy Chief</span> <span>Date</span> </div>	

**INTELLIBID COST BREAKDOWN**  
SHEET S1 OF S2

CONTRACTOR: NATIVE SOIL INC  
 PROJECT NAME: Central Kitchen  
 PROJECT NUMBER 13113  
 CHANGE ORDER NUMBER: 2 DATE: 04 28 2022  
 CHANGE ORDER DESCRIPTION: Furnish and Install Sleeve for Irrigation Under Asphalt and Restore Asphalt  
 Install in 8" lifts and compact to achieve 90% compaction rate  
 Pass inspection and clean up

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	3,472.00	
2. Fifteen percent (15%) of Line 1	\$	520.80	
3. Sum of Lines 1 & 2			\$ 3,992.80
4. TOTAL BURDEN LABOR COSTS			\$ -
5. TOTAL MATERIAL COSTS	\$	1,780.00	
6. Fifteen percent (15%) of Line 5	\$	264.00	
7. Sum of Lines 5 & 6			\$ 2,024.00
8. Tax			\$ -
9. TOTAL EQUIPMENT RENTAL COSTS	\$	2,135.00	
10. Fifteen percent (15%) of Line 9	\$	320.25	
11. Sum of Lines 9 & 10			\$ 2,455.25
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	-	
	\$	-	
13. Five percent (5%) of line 12	\$	-	
14. Sum of Lines 12 & 13			\$ -
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 8,472.05
COST OF BONDS			
TOTAL CHANGE ORDER			\$ 8,472.05

NOTE:







**QUOTE**



Show R.A. Number on all Correspondence

R.A. No. 54206258

Page 3 of 4

BRANCH: <b>742</b>	BILL TO CUSTOMER: <b>2962328</b>	SHIPPING ADDRESS
<b>HERC SAN MATEO</b> 1414 EAST 3RD AVENUE SAN MATEO, CA 94401 650-342-8941	<b>NATIVE SOIL LANDSCAPE DESIGN-B</b> 1721 BROADWAY SUITE 201 OAKLAND, CA 94612	<b>NATIVE SOIL LANDSCAPE</b> 2850 WESTWOOD CT SAN MATEO, CA 94403  510-332-9048

**DESCRIPTION/CHARGES**

<b>EST START:</b> 4/29/22 7:05	<b>EST RETURN:</b> 4/30/22 7:05	DROP DATE: _____
SHIPPED BY:	ORDERED BY: ENMANUEL	DROP TIME: _____
ORDER DATE: 4/28/22	SALESPERSON: 134	SALES COORDINATOR:
PO# / JOB#:	/2 - NATIVE SOIL LAND	<b>Rates subject to availability</b>

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
								Sub-total: 1790.64
								Rental Protection Plan: 172.50
								Tax: 172.37
								Total: 2135.51
	<b>Taxable Sub-total:</b>							1790.64

**CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")**

**RENTAL PROTECTION PLAN:** Herc Rentals Inc. or its affiliate ("Herc") may offer the Rental Protection Plan ("RPP") for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage. Customer must either show proof of property insurance as required in Section 8 on reverse side hereof or purchase RPP. In return for the RPP fee, if RPP covers such repair or replacement at time of claim, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. If Customer accepts RPP and pays Herc the RPP fee, Herc will limit Customer's responsibility for the Equipment repair or replacement cost to \$500 or 10% of the repair or replacement cost per item, including tax, whichever is less. Upon accepting RPP, Customer agrees to pay an RPP fee equal to 15%. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/programs/rental-protection-plan-terms-and-conditions/> before deciding whether to accept RPP. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE COVERAGE PROVIDED BY EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED OR AVAILABLE FOR THE RENTAL OF A PASSENGER MOTOR VEHICLE. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR ALL DAMAGES TO OR REPLACEMENT COST OF THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/programs/services-and-associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth (above) and the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges, (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges, (iv) transportation service surcharges (v) repairs and replacement per this contract, (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint, (vii) fees for lost keys (viii) refueling, service charges, (viii) fines for use of dyed diesel fuel in on road Equipment, (ix) preventative maintenance charges and (x) emissions and environmental surcharges and fees, (xi) vehicle lease fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME. PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES. CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name \_\_\_\_\_ Title \_\_\_\_\_  
Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

**Quote Valid For 30 Days From Order Date**  
Terms are due upon receipt Not valid without Barcode

For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](https://www.HercRentals.com)



## RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the Front.

- NATURE OF THIS AGREEMENT.** This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE EQUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Herc harmless from all loss, liability, and expense by reason thereof.
- WHO MAY OPERATE THE EQUIPMENT.** Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the Equipment: Customer's employee, employees, fellow employees in the course of such employee's regular employment, or persons approved by Herc in writing. Customer and all Authorized Operators must hold a valid driver's license to operate a motor vehicle and be of legal age, and be properly qualified to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Customer is responsible for any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.
- RENTAL FEES AND OTHER CHARGES.** Customer will pay Herc on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, transportation, refueling service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees and costs incurred in collecting same, all in accordance with this Agreement. A detailed description of all fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.herc.com/rentals/online-program-services-and-associated-charges.html>. Customer must notify Herc in writing of any disputed charge within 30 days of receipt of such invoice or Customer shall be deemed to have accepted such invoice. The basic daily, weekly and 4 week rental rates will entitle Customer to a maximum of one shift use (i.e., a maximum of 8 hours per day, 40 hours per week, 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4 week charge (for a 4 week rental), plus applicable taxes. All charges are subject to final audit by Herc. Herc will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on 30 days' written notice to the Customer with respect to any portion of the rental period then remaining. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herc for unpaid rent and other charges, damages and costs incurred due to the default.
- CUSTOMER'S RESPONSIBILITIES.** Customer is responsible to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and Herc's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herc Branch by the Estimated Return Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer must notify Herc if it desires to change the EST RETURN for all or some of the Equipment. Customer acknowledges that it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental. Until such time as Herc receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is used and will not be moved without the prior written consent of Herc. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift, checking and maintaining trackracks, transmission, cooling and fluid systems daily; and checking the pressure and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer is responsible for providing a secure and safe work environment for all parties, including Herc and its employees, and for ensuring that the possession, storage, use and operation of the equipment is carried out in compliance with applicable laws, (including but not limited to those relating to worker safety and the environment).
- RISK OF LOSS.** All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value and a Herc related expense. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN APPLICABLE HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.
- EVENTS OF DEFAULT.** Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOT Hazardous Materials," as set forth in 49 C.F.R. 171-160; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above; (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.
- REMEDIES OF HERC.** In case of default by Customer, or if Herc deems itself insured, Herc may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice to Customer or liability. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Herc might otherwise have for any amount due hereunder, expense of retaining, court costs and reasonable attorney's fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, any property and/or persons, notwithstanding such termination. Herc shall have the right to issue and circulate theft notices, cause warrants to be issued and take any other steps which Herc may reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of Herc are not exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.
- INSURANCE.** Liability Insurance for Injury/Damage to Third Parties - Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, with at least a per occurrence limit of \$1 million, which includes coverage for owned and non-owned motor vehicles. Herc shall be named as an additional insured for all claims arising out of the maintenance, operation, or use of the vehicle. All insurance, whether issued on a primary or umbrella/excess basis, afforded to Herc shall be primary to, and non-contributory with, any other insurance on which Herc is named insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis, to the fullest extent permitted by law. Further, such primary and non-contributory protection shall not exceed the minimum limits required by the automobile financial responsibility laws of the applicable state. Such protection will conform to the basic requirements of the applicable No-Fault law, BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the applicable state noted above; (2) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$1 million per occurrence and \$2 million in the aggregate. Customer shall name Herc as an additional insured for all claims and liability arising out of the maintenance, operation or use of the Equipment by Customer or Herc (providing coverage equal or greater than the standard ISO CG 00 20 25 11 05). Such insurance shall be primary and non-contributory to any other insurance maintained by Herc. Customer further agrees that the amount of insurance available to Herc shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this agreement. In the event any policy provided in compliance with this agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this agreement is intended to restrict or limit the breadth of such insurance; and (3) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable), while in your care, custody and control. Customer shall carry workers compensation and employer's liability insurance with at least a per occurrence limit of \$1 million. Customer shall name Herc as an additional insured for all claims arising out of the maintenance, operation or use of the equipment, and as an additional loss payee. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Herc or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Herc or its insurers. The policies required hereunder shall provide that Herc must receive not less than 30 days' notice prior to any cancellation. Customer shall provide Herc with documented proof of all required insurance coverage. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME HERC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.
- INDemnIFICATION.** To the fullest extent permitted by law, and for in and additional consideration of providing the Equipment herein, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS PARENT COMPANY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "HERC INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL ACTUAL, ALLEGED, POTENTIAL OR PERCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, DAMAGES, ENVIRONMENTAL SPILLS (including but not limited to costs, expenses, delays, deductible amounts of insurance, and liquidated, consequential and punitive damages) ATTORNEY'S FEES AND DISPUTE RESOLUTION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, CLAIMS OR DAMAGES ARE BASED, IN WHOLE OR IN PART UPON ANY OF THE HERC INDEMNIFIED PARTIES' ALLEGED NEGLIGENCE OR PARTICIPATION IN THE WRONG OR UPON ANY ALLEGED BREACH OF A STATUTORY OR REGULATORY DUTY OR OBLIGATION ON THEIR PART, ARISING OUT OF OR ALLEGED TO HAVE ARISING OUT OF ANY ACT OR OMISSION WITH THE EQUIPMENT'S MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER. CUSTOMER WILL, AT ITS SOLE EXPENSE, COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION, ERECTION, DESIGN AND TRANSPORTATION, INCLUDING WITHOUT LIMITATION, LICENSING AND BUILDING CODE REQUIREMENTS, AND WILL DEFEND, INDEMNIFY AND HOLD HERC INDEMNIFIED PARTIES HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS.
- NOTICE OF LOSS OR ACCIDENT.** In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.
- CONDITION OF THE EQUIPMENT.** Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify Herc in writing within 24 hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will do so notify Herc, whereupon Herc will then, at its option and without any other liability or responsibility by Herc to Customer: (a) repair or suitably replace the Equipment within a reasonable time during Herc's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Herc for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to Herc's representatives to enable Herc to meet its responsibilities hereunder.
- LATE PAYMENT FEE.** Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.
- FUELING SERVICE CHARGE.** Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.
- MERGER/MODIFICATION/SEVERABILITY.** This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's execution of this Agreement and acceptance of the Equipment shall constitute Customer's acceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.
- GOVERNING LAW/JURISDICTION/TRIAL WAIVER/LIMITATION OF LIABILITY.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of law. Customer irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") or Florida (Florida Courts) for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts and/or the Florida Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable. Each party hereby waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Agreement. THE MAXIMUM LIABILITY OF HERC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES UNDER THIS AGREEMENT (REGARDLESS OF WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID TO HERC BY CUSTOMER UNDER THIS AGREEMENT.
- ELECTRONIC SIGNATURES.** Customer agrees that this Agreement may be signed manually or by scanning and sending pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement; (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (iii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.
- FAMILIARIZATION.** All familiarization requests must be made in writing not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the Equipment was rented. If familiarization, the User as defined by ANSI A92.5A B364 agrees to have a designated person present at time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & CSA B364. Familiarization is not considered training or certification.



## Quikrete 50 lb. Cold Patch Asphalt/Blacktop Repair

Mfg#: 170152 | SKU#: 227170152

Quikrete

**\$23.39** each

Quantity:

[Change estimated delivery zip](#)

Get it by Tue, May 3, 2022

Shipping from San Jose, CA

Delivery zip 94580



**ⓘ Hazardous material shipping restrictions apply. You may be contacted by Customer Service if an alternate shipping method is required.**

## PRODUCT DETAILS

Quikrete Permanent Blacktop Repair is a specially formulated highperformance asphalt cold patch material for repairing potholes and crackover 1 in (25 mm) wide in asphalt pavements.

- Very low odor & very low VOC
- Meets air quality standards of AQMD rule 1108
- Water is no problem for QUIKRETE Permanent Blacktop Repair. Repair apply per instructions and the water will be displaced
- Does not require heating or mixing, pour directly out of bag
- Can be formed and compacted
- Patched area is ready for immediate use

[View Less](#) ▲

## SPECIFICATIONS

**Bag Size** 50 lb.

## COMPLIANCE AND RESTRICTIONS

**Warning: California Prop 65** - WARNING: Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

Help us improve by sharing your feedback.





The Garden staff would like their service restored ASAP and therefore the contractor is prepared to execute this work tomorrow.

**This would mean that the exit is closed from 7 am until 3 pm tomorrow.**

Staff and visitors will have to exit via drive the dirt road to the Loading Dock exit from 7 am to 3 pm.

**Please confirm that this is acceptable or let us know if you would like this work to be scheduled for next week.**

The crew may not be available to work on Saturday (I have asked and this would be at a premium).

Thank you,

**ELENA COMRIE**

Senior Program Manager



[ecomrie@cumming-group.com](mailto:ecomrie@cumming-group.com)

P: +1 (510) 906-2123

C: +1 (415) 916-2461

1111 Broadway, Suite 300,

Oakland, CA 94607

[cumming-group.com](http://cumming-group.com)

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**Kenya Chatman**  
Executive Director of Facilities

*Every Student Thrives!*

[www.OUSD.org](http://www.OUSD.org)

v) [510-879-1307](tel:510-879-1307)

f) [510-535-7042](tel:510-535-7042)

m) [510-500-5630](tel:510-500-5630)

955 High Street

Oakland, CA 94601

[kenya.chatman@ousd.org](mailto:kenya.chatman@ousd.org)

--

Michelle Oppen

Director of Programs, The Center

Oakland Unified School District

*Every Student Thrives!*

2850 West Street Oakland CA 94608

[michelle.oppen@ousd.org](mailto:michelle.oppen@ousd.org)

Cell: 415-823-4315

**[The Center Community and Education Programs](#)**

**[Press Release Featuring Our Programs](#)**

# 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 REQUEST (or Proposed Change Order)

No. 3

PROJECT: The Center  
Foster Elementary School  
OWNER: Oakland Unified School District  
CONTRACTOR: Native Soil

DATE: May 10, 2022  
DSA FILE NO.: 01  
DSA APP NO.: 114989  
OUSD PROJECT#: 13133-3  
PROJECT MANAGER: Elena Corrie

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):

Bore equipment is needed to create space for conduits under the asphalt driveway.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 1,339.92

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

\*\*\*\*\*

### CERTIFICATION

I, Emmanuel Gomez, declare the following:

Native Soil has contracted with Oakland Unified School District for the Central Administrative Center at Cole Contract. Native Soil 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 April 28, 2022, and entitled PCO 3 Bore Equipment, and requesting \$1,339.92 and/or \_\_\_ additional days), and I prepared the attached COR. I am the most knowledgeable person at Native Soil, regarding this COR.

The attached COR complies with all laws applicable to the 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 the law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or Native Soil.

# OAKLAND UNIFIED SCHOOL DISTRICT

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

submission or certification of false claims, or other claims that violate the law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or Native Soil.

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 Native Soil.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Native Soil 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 May 11, 2022 at Oakland, California.

  
\_\_\_\_\_  
[signature]  
Emmanuel Gomez

<b>Initiated By:</b>  <u>N/A</u> _____ Architect of Record                      Date	<b>Reviewed By:</b>   <u>5/11/22</u> _____ Project Manager                      Date	<b>Acknowledged By:</b>   <u>05/11:2022</u> _____ Contractor                      Date
<b>OUSD APPROVAL:</b>   <u>5/25/2022</u> _____ Director of Facilities                      Date	<b>OUSD Approval:</b>   <u>5/25/2022</u> _____ Deputy Chief                      Date	

**INTELLIBID COST BREAKDOWN**  
SHEET S1 OF S2

CONTRACTOR: NATIVE SOIL INC  
 PROJECT NAME: Central Kitchen  
 PROJECT NUMBER: 13113  
 CHANGE ORDER NUMBER: 3 DATE: 04 28 2022  
 CHANGE ORDER DESCRIPTION: Bore Under Asphalt Driveway

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	735.00	
2. Fifteen percent (15%) of Line 1	\$	110.25	
3. Sum of Lines 1 & 2			\$ 845.25
4. TOTAL BURDEN LABOR COSTS			\$ -
6. TOTAL MATERIAL COSTS	\$	12.00	
8. Fifteen percent (15%) of Line 6	\$	1.80	
7. Sum of Lines 5 & 6			\$ 13.80
8. Tax			\$ -
9. TOTAL EQUIPMENT RENTAL COSTS	\$	418.16	
10. Fifteen percent (15%) of Line 9	\$	62.72	
11. Sum of Lines 9 & 10			\$ 480.87
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	-	
	\$	-	
	\$	-	
13. Five percent (5%) of Line 12	\$	-	
14. Sum of Lines 12 & 13			\$ -
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 1,339.92
COST OF BONDS			
TOTAL CHANGE ORDER			\$ 1,339.92

NOTE:





**Home Office**  
 3441 E. Harbour Drive, Phoenix, AZ 85034  
 602.437.9530  
 EwingIrrigation.com | EwingLandscapeMaterials.com

**INVOICE**

CHARGE ACCT \* 1062583 \*  
 5 Ewing San Carlos  
 926 Bransten Road  
 San Carlos CA 94070-4029  
 PHN 6505929530 FAX 6505910307

ORDER # 9925901  
 INVOICE # 16607168  
 PAGE 1 of 1  
 ORDERED 4/26/2022

SOLD TO: NATIVE SOIL INC  
 # 887227 1721 BROADWAY STE 201  
 OAKLAND CA 94612-2124  
 PH 5105901361

SHIP TO: NATIVE SOIL INC  
 1721 BROADWAY STE 201  
 OAKLAND CA 94612  
 PH 5105901361

DELIVERY INSTRUCTIONS: \_\_\_\_\_

PO# CENTRAL KITCHEN BUYER: EMMANUEL GOMEZ PH: 5105901361  
 P21 JOB: \_\_\_\_\_ EIP#: \_\_\_\_\_ BY: LORENZO E QUOTE#: \_\_\_\_\_  
 EWING JOB: \_\_\_\_\_ JOB REF: CENTRAL KITCHEN

QTY ORDER	QTY SHIP	QTY B/O	ITEM DESCRIPTION	NET	EXTENDED	LINE#
4.00	4.00	0.00	05000120 3/4 STD GALV COUPLING	2.3045	9.22	1

**SUB-TOTAL:** 9.22  
**TOTAL FREIGHT:** 0.83  
**TAX:** 0.86  
**UNAPPLIED PAYMENT:** 0.00  
**AMOUNT DUE:** 10.91

FILLED BY \_\_\_\_\_  
 DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
 Acknowledgement of receipt of goods listed above.

DELIVERED BY \_\_\_\_\_

PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_

NO CASH REFUNDS. Sale subject to terms and conditions on reverse  
 No recommendations have been made by, or provided to, the seller concerning the use of the pesticide covered by this invoice.  
 PROPOSITION 65 WARNING: Some of the products on your order may expose you to chemicals that are known to the State of California to cause cancer, birth defects and reproductive harm. Learn more at <https://www.P65warnings.ca.gov/>

REMIT TO:  
 Ewing Irrigation Products Inc.  
 P.O. Box 208728  
 Dallas, TX 75320-8728

ORIGINAL



How doers  
get more done.

3838 HOLLIS AVE. EMERYVILLE, CA 94608  
\*\* RECEIPT REQUIRED FOR ALL REFUNDS\*\*

0627 00054 22597 04/26/22 02:13 PM  
SALE CASHIER KIMBERLY

028875023504	1/2" DRILL <A>	119.00
DW 7.8A	1/2" VSR DRILL	
1005-667-381	2 YR REPLACE <B,U>	18.00N
2 YR PROTECTION PLAN	\$100-\$149.99	
811000072757	3/4X10 PIPE <A>	
3/4"X10' GAL PIPE		101.79
3933.93		

SUBTOTAL	238.79
SALES TAX	23.18
TOTAL	\$261.97

XXXXXXXXXXXX7170 DEBIT USD\$ 261.97

AUTH CODE 000803  
Chip Read Verified By PIN  
AID A0000000960840 US DEBIT

<U> - NON-DISCOUNTABLE ITEM

0627 04/26/22 02:13 PM



0627 54 22597 04/26/2022 2457

RETURN POLICY DEFINITIONS			
	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	07/25/2022
B	9	90	07/25/2022

\*\*\*\*\*  
DID WE NAIL IT?

Take a short survey for a chance to WIN  
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

[www.homedepot.com/survey](http://www.homedepot.com/survey)

User ID: H88 46110 45537  
PASSWORD: 22226 45483

Entries must be completed within 14 days  
of purchase. Entrants must be 18 or  
older to enter. See complete rules on  
website. No purchase necessary.



**Home Office**  
 3441 E. Harbour Drive, Phoenix, AZ 85034  
 602.437.9530  
 EwingIrrigation.com | EwingLandscapeMaterials.com

**INVOICE**

CHARGE ACCT  
 \* 1062583 \*

5 Ewing San Carlos  
 926 Bransten Road  
 San Carlos CA 94070-4029  
 PHN 6505929530 FAX 6505910307

ORDER # 9925739  
 INVOICE # 16607104  
 PAGE 1 of 1  
 ORDERED 4/26/2022

SOLD TO: NATIVE SOIL INC  
 # 887227 1721 BROADWAY STE 201  
 OAKLAND CA 94612-2124  
 PH 5105901361

SHIP TO: NATIVE SOIL INC  
 1721 BROADWAY STE 201  
 OAKLAND CA 94612  
 PH 5105901361

DELIVERY INSTRUCTIONS:

PO# CENTRAL KITCHEN BUYER: EMMANUELGOMEZ PH: 5105901361  
 P21 JOB: \_\_\_\_\_ EIP#: \_\_\_\_\_ BY: LORENZO E QUOTE#: \_\_\_\_\_  
 EWING JOB: \_\_\_\_\_ JOB REF: CENTRAL KITCHEN

QTY ORDER	QTY SHIP	QTY B/O	ITEM DESCRIPTION	NET	EXTENDED	LINE#
1.00	1.00	0.00	04429005 1/2 PVC COUPLING SS	0.3477	0.35	1
1.00	1.00	0.00	26009120 COMPLETE BORING TOOL W/2" BIT	142.4990	142.50	2

**SUB-TOTAL:** 142.85  
**TOTAL FREIGHT:** 0.83  
**TAX:** 13.40  
**UNAPPLIED PAYMENT:** 0.00  
**AMOUNT DUE:** 157.08

FILLED BY \_\_\_\_\_  
 DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
 Acknowledgement of receipt of goods listed above.

DELIVERED BY \_\_\_\_\_

PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_

NO CASH REFUNDS. Sale subject to terms and conditions on reverse  
 No recommendations have been made by, or provided to, the seller concerning the use of the pesticide covered by this invoice.  
 PROPOSITION 65 WARNING: Some of the products on your order may expose you to chemicals that are known to the State of California to cause cancer, birth defects and reproductive harm. Learn more at <https://www.P65warnings.ca.gov/>

REMIT TO:  
 Ewing Irrigation Products Inc.  
 P.O. Box 208728  
 Dallas, TX 75320-8728

ORIGINAL

4/28/22, 1:16 PM

Mail - Emmanuel Gomez - Outlook

## Re: Trenching Change Order

Elena Comrie <ecomrie@cumming-group.com>

Wed 4/27/2022 7:49 AM

To: Emmanuel Gomez <egomez@nativesoilinc.com>

Cc: Shante Jordan <shante.jordan@ousd.org>

Hi Manny,

In order to process this for payment, you will need to submit a change order with backup documentation (including receipts for rental).

Also that quote is too high.

It should not take 2 men 1 day to complete that work. It should be done in under 4 hours.

This work is replacement for contract work so there should be some credit to offset that labor and material.

ROM for this work = \$1,200 - \$1,300.

Scope is approved to proceed based on above information.

Thanks,

### **ELENA COMRIE**

Senior Program Manager



ecomrie@cumming-group.com

P: +1 (510) 906-2123

C: +1 (415) 916-2461

1111 Broadway, Suite 300,

Oakland, CA 94607

cumming-group.com

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On Apr 27, 2022, at 7:07 AM, Emmanuel Gomez <egomez@nativesoilinc.com> wrote:

Hi Elena,

Per our conversation, you do not want to cut asphalt and would rather bore underground.

# 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 REQUEST (or Proposed Change Order)

No. 4

PROJECT: The Center  
Foster Elementary School  
OWNER: Oakland Unified School District  
CONTRACTOR: Native Soil

DATE: May 10, 2022  
DSA FILE NO.: 01  
DSA APP NO.: 114989  
OUSD PROJECT#: 13133-3  
PROJECT MANAGER: Elena Comrie

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):

Upgrade controller and flow sensors at the veggie garden. Add sand to the bottom and top of the pipe where the pipe needs to be compacted under base rock. Also, add extra sleeves and sand to keep the pedestrian walkway open.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 15,579.33

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

\*\*\*\*\*

### CERTIFICATION

I, Emmanuel Gomez, declare the following:

Native Soil has contracted with Oakland Unified School District for the Central Administrative Center at Cole Contract. Native Soil 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 April 28, 2022, and entitled PCO 4 Controller upgrade, and requesting \$15,579.33 and/or \_\_\_\_\_ additional days), and I prepared the attached COR. I am the most knowledgeable person at Native Soil, regarding this COR.

The attached COR complies with all laws applicable to the 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 the law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or Native Soil.

# OAKLAND UNIFIED SCHOOL DISTRICT

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

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 Native Soil.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Native Soil, INC when necessary to ensure that the statements were true and correct.

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed May 11, 2022, at Oakland, California.

 [signature]  
Emmanuel Gomez

<b>Initiated By:</b>  <u>N/A</u> _____ Architect of Record                      Date	<b>Reviewed By:</b>   <u>5/11/22</u> _____ Project Manager                      Date	<b>Acknowledged By:</b>   <u>05/11/2022</u> _____ Contractor                      Date
<b>OUSD APPROVAL:</b>   <u>5/25/2022</u> _____ Director of Facilities                      Date	<b>OUSD Approval:</b>   <u>5/15/2022</u> _____ Deputy Chief                      Date	

**INTELLIBID COST BREAKDOWN**  
SHEET 01 OF 02

**CONTRACTOR:** NATIVE SOIL INC  
**PROJECT NAME:** Central Kitchen  
**PROJECT NUMBER:** 13113  
**CHANGE ORDER NUMBER:** 4 **DATE:** 04 28 2022  
**CHANGE ORDER DESCRIPTION:** Upgrade Controller and Flow Sensor at Veggie Gardens  
 Add Sand to bottom and top of pipe where pipe needs to be compacted under base rock  
 Add extra sleeve and sand in order to keep pedestrian walkway open

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	5,880.00	
2. Fifteen percent (15%) of Line 1	\$	882.00	
3. Sum of Lines 1 & 2			\$ 6,762.00
4. TOTAL BURDEN LABOR COSTS			\$ -
5. TOTAL MATERIAL COSTS	\$	6,733.24	
6. Fifteen percent (15%) of Line 5	\$	1,009.99	
7. Sum of Lines 5 & 6			\$ 7,743.23
8. Tax			\$ -
9. TOTAL EQUIPMENT RENTAL COSTS	\$	934.00	
10. Fifteen percent (15%) of Line 9	\$	140.10	
11. Sum of Lines 9 & 10			\$ 1,074.10
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	-	
	\$	-	
	\$	-	
13. Five percent (5%) of line 12	\$	-	
14. Sum of Lines 12 & 13			\$ -
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 15,579.33
COST OF BONDS			
TOTAL CHANGE ORDER			\$ 15,579.33

NOTE:





CONCORD  
Tel - (925) 891-9115  
Fax - (925) 891-1987

QUOTE

Remit To: Watersavers Irrigation, Inc.  
4306 Redwood Highway Suite 200  
San Rafael, CA 94903  
Phone: (415) 256-1711 Fax: (415) 454-1556

Sold By	Qt. Date	Order #
BJ	05/03/22	2644887-00
PO Date	PO #	Page #
05/03/22		1

Cust #: 3434  
Bill To: NATIVE SOIL  
1721 BROADWAY STREET  
SUITE 201  
OAKLAND, CA 94612

Ship To: NATIVE SOIL  
2846 MACARTHUR BLVD.  
OAKLAND, CA 94602

Instructions	Ship Point	PO #	Job Name	Sales Code
	CONCORD		3434	10
			Shipped	Terms
				2% 10TH, N31

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	List Price	Unit Price	Net Amount
1	PCM300 3 STATION HUNTER EXPANSION MODULE FOR PRO-C IRRIGATION CONTROLLER	3			EA	73.00	54.75	164.25
2	PC400 HUNTER 4-STATION PRO-C MODULAR CONTROLLER - OUTDOOR	1			EA	265.00	145.75	145.75
3	100PE 1" RAIN BIRD IN-LINE SPRINKLER VALVE W/ FLOW CONTROL - PEB SERIES	1			EA	143.33	78.83	78.83
4	PT 6" PIGTAIL FOR O/D CONTROLLERS W/INVERTED RIGHT ANGLE PLUG	1			EA	15.60	14.04	14.04
5	HC100FLOW HUNTER 1" HC FLOW METER W/ 1" COUPLINGS - 0.30-30 GPM, 1" NPT, BRASS BODY	1			EA	276.00	207.00	207.00
<p>WATERSAVERS IRRIGATION IS NOT RESPONSIBLE FOR TAKEOFF QUANTITIES, DESIGN RECOMMENDATIONS, OR FOR THE ACCURACY OF ITEMS CONTAINED IN THIS QUOTATION. QUOTED PRICES ARE GOOD FOR 30 DAYS ONLY, WITH THE EXCEPTION OF PVC PIPE AND WIRE PRICES WHICH ARE GOOD FOR ONE DAY FROM QUOTE DATE. ALL PIPE SUBJECT TO AVAILABILITY. FREIGHT CHARGES MAY BE ADDED FOR CERTAIN ITEMS.</p>								

**QUOTED PRICES DO NOT INCLUDE SALES TAX**

Returns within 30 days with store receipt only

Claims must be made within three days after delivery. No returns unless authorized and accompanied by this invoice. Stock items returned for credit may be subject to a 20% restocking charge. Special order items may be subject to up to 50% restocking charge and a freight charge. A service charge may be added to accounts past due at a rate of 1-1/2% (18% annual). In the event of default, buyer shall pay reasonable attorney and/or collection fees and costs. Ship may be brought in Marin county, CA at the seller's option. Buyer agrees to all so recommendations has been regarding use of pesticides or above material covered by this invoice. Quoted prices do not include sales tax.

Total 609.87



**CONCORD**  
 Tel - (925) 891-9115  
 Fax - (925) 891-1987

**QUOTE**

Remit To: Watersavers Irrigation, Inc.  
 4306 Redwood Highway Suite 200  
 San Rafael, CA 94903  
 Phone: (415) 256-1711 Fax: (415) 454-1556

Sold By	Qt. Date	Order #
BJ	05/03/22	2644886-00
PO Date	PO #	Page #
05/03/22		1

Cust #: 9997  
 Bill To: CASH CUSTOMER CONCORD  
 4025A NELSON AVENUE  
 CONCORD, CA 94520

Ship To: CASH CUSTOMER CONCORD  
 4025A NELSON AVENUE  
 CONCORD, CA 94520

Instructions	Ship Point	Via	Job Name	Sales Code
	CONCORD	Will Call	Shipped	10
				Terms
				COD

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	List Price	Unit Price	Net Amount
1	WTPRO3C12CH2 WEATHERTRAK PRO3 CENTRAL 12 STATION CH2 PRE-ASSEMBLED CHASSIS	1			EA	3582.00	3044.70	3044.70
2	WTF3150PDNO WEATHERTRAK 1-1/2" HYDROMETER - NORMALLY OPEN, UNION PHOTO DIODE	1			EA	1985.00	1687.25	1687.25

WATERSAVERS IRRIGATION IS NOT RESPONSIBLE FOR TAKEOFF QUANTITIES, DESIGN RECOMMENDATIONS, OR FOR THE ACCURACY OF ITEMS CONTAINED IN THIS QUOTATION. QUOTED PRICES ARE GOOD FOR 30 DAYS ONLY, WITH THE EXCEPTION OF PVC PIPE AND WIRE PRICES WHICH ARE GOOD FOR ONE DAY FROM QUOTE DATE. ALL PIPE SUBJECT TO AVAILABILITY. FREIGHT CHARGES MAY BE ADDED FOR CERTAIN ITEMS.

**QUOTED PRICES DO NOT INCLUDE SALES TAX**

Returns within 30 days with store receipt only

Claims must be made within three days after delivery. No returns unless authorized and accompanied by this invoice. Stock items returned for credit may be subject to a 25% restocking charge. Special order items may be subject to up to 50% restocking charge and a freight charge. A service charge may be added to accounts past due at a rate of 1-1/2% (18% annual). In the event of default, buyer shall pay reasonable attorney and/or collection fees and costs. Suit may be brought in Marin county, CA at the seller's option. Buyer agrees to all so recommendation has been regarding use of pesticides or above material covered by this invoice. Quoted prices do not include sales tax.

**Total 4731.95**

**QUOTE**



R.A. No. 54206258

<b>BRANCH: 742</b>	<b>BILL TO CUSTOMER: 2962328</b>	<b>SHIPPING ADDRESS</b>
<b>HERC SAN MATEO</b> 1414 EAST 3RD AVENUE SAN MATEO, CA 94401 650-342-8941	<b>NATIVE SOIL LANDSCAPE DESIGN-B</b> 1721 BROADWAY SUITE 201 OAKLAND, CA 94612	<b>NATIVE SOIL LANDSCAPE</b> 2850 WESTWOOD CT SAN MATEO, CA 94403  510-332-9048

**DESCRIPTION/CHARGES**

<b>EST START:</b> 4/29/22 7:05	<b>EST RETURN:</b> 4/30/22 7:05	<b>DROP DATE:</b> _____
<b>SHIPPED BY:</b>	<b>ORDERED BY:</b> ENMANUEL	<b>DROP TIME:</b> _____
<b>ORDER DATE:</b> 4/28/22	<b>SALESPERSON:</b> 134	<b>SALES COORDINATOR:</b>
<b>PO# / JOB#:</b>	/2 - NATIVE SOIL LAND	<b>Rates subject to availability</b>

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
1	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS 2401400	4/	264.00	66.00	395.00	1050.00	2950.00	395.00
HR CHG:								
	CA PROPERTY TAX RECOVERY FEE 2217999001							2.96
	EMISSIONS & ENV SURCHARGE EMISSIONS							7.82
1	SKIDSTEER LOADER OVER 3000LB ROPS HF 2001382	8/	450.00	75.00	450.00	1295.00	3200.00	450.00
HR CHG:								
	CA PROPERTY TAX RECOVERY FEE 2217999001							3.38
	EMISSIONS & ENV SURCHARGE EMISSIONS							8.91
1	CONCRETE CUTOFF SAW 14IN HAND HELD GAS 1002730	4/	52.00	13.33	80.00	300.00	675.00	80.00
HR CHG:								
	CA PROPERTY TAX RECOVERY FEE 2217999001							.60
	EMISSIONS & ENV SURCHARGE EMISSIONS							1.58
1	DIAMOND HI SPD BLADE CONCRETE 12-16 9031000	8/	25.00	4.17	25.00	75.00	225.00	25.00
HR CHG:								
	CA PROPERTY TAX RECOVERY FEE 2217999001							.19
1	PLATE COMPACTOR UP TO 299LB GAS 1501260	4/	68.00	17.00	100.00	365.00	825.00	100.00
HR CHG:								
	CA PROPERTY TAX RECOVERY FEE 2217999001							.75

CONTINUED

**CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")**

**RENTAL PROTECTION PLAN:** Herc Rentals Inc. or its affiliate ("Herc") may offer the Rental Protection Plan ("RPP") for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage. Customer must either show proof of property insurance as required in Section 8 on reverse side hereof or purchase RPP. In return for the RPP fee, if RPP covers such repair or replacement at time of claim, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. If Customer accepts RPP and pays Herc the RPP fee, Herc will limit Customer's responsibility for the Equipment repair or replacement cost to \$500 or 10% of the repair or replacement cost per item, including tax, whichever is less. Upon accepting RPP, Customer agrees to pay an RPP fee equal to 15%. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/us/programs/rental-protection-plan/terms-and-conditions> before deciding whether to accept RPP. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 11. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION, NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED OR AVAILABLE FOR THE RENTAL OF A PASSENGER MOTOR VEHICLE. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR ALL DAMAGES TO OR REPLACEMENT COST OF THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/us/programs/services-and-associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth (below) and the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys (viii) refueling service charges; (ix) fees for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges and (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME. PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES. CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

**Quote Valid For 30 Days From Order Date**

Customer Name \_\_\_\_\_ Title \_\_\_\_\_  
Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Terms are due upon receipt Not valid without Barcode



**QUOTE**



R.A. No. 54206258

Page 2 of 4

<b>BRANCH: 742</b>	<b>BILL TO CUSTOMER: 2962328</b>	<b>SHIPPING ADDRESS</b>
<b>HERC SAN MATEO</b> 1414 EAST 3RD AVENUE SAN MATEO, CA 94401 650-342-8941	<b>NATIVE SOIL LANDSCAPE DESIGN-B</b> 1721 BROADWAY SUITE 201 OAKLAND, CA 94612	<b>NATIVE SOIL LANDSCAPE</b> 2850 WESTWOOD CT SAN MATEO, CA 94403  510-332-9048

DESCRIPTION/CHARGES								
<b>EST START: 4/29/22 7:05</b>		<b>EST RETURN: 4/30/22 7:05</b>		<b>DROP DATE: _____</b>				
<b>SHIPPED BY:</b>		<b>ORDERED BY: ENMANUEL</b>		<b>DROP TIME: _____</b>				
<b>ORDER DATE: 4/28/22</b>		<b>SALESPERSON: 134</b>		<b>SALES COORDINATOR:</b>				
<b>PO# / JOB#:</b>		<b>/ 2 - NATIVE SOIL LAND</b>		<b>Rates subject to availability</b>				
Qty	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
	<b>EMISSIONS &amp; ENV SURCHARGE</b>	<b>EMISSIONS</b>						<b>1.98</b>
1	<b>RAMMER JUMPING JACK 100LB - 150LB GAS</b>	8/	100.00	16.67	100.00	345.00	795.00	100.00
	1501070							
	<b>HR CHG:</b>							
	<b>CA PROPERTY TAX RECOVERY FEE</b>	2217999001						<b>.75</b>
	<b>EMISSIONS &amp; ENV SURCHARGE</b>	<b>EMISSIONS</b>						<b>1.98</b>
* * * Items are priced per piece * * *								
<b>SALES ITEMS:</b>								
Qty	Item number	Unit	Price					
1	<b>SMALL ENGINE PREFUEL</b>	EA	6.000					
	3761000001 - PROCONTRACTOR PREPAID FUEL							
1	<b>SMALL ENGINE PREFUEL</b>	EA	6.000					
	3761000001 - PROCONTRACTOR PREPAID FUEL							
1	<b>TRANS SRVC SURCHARGE</b>		62.040					
	3710000001 - TRANS SERVICE SURCHARGE							
1	<b>TRANS SRVC SURCHARGE</b>		51.700					
	3710000001 - TRANS SERVICE SURCHARGE							
<b>DELIVERY CHARGE</b>								<b>264.00</b>
<b>PICKUP CHARGE</b>								<b>220.00</b>
								<b>CONTINUED</b>

**CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")**

**RENTAL PROTECTION PLAN:** Herc Rentals Inc. or its affiliate ("Herc") may offer the Rental Protection Plan ("RPP") for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage. CUSTOMER MUST either show proof of property insurance as required in Section 8 on reverse side hereof or purchase RPP. In return for the RPP fee, if RPP covers such repair or replacement at time of claim, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. If Customer accepts RPP and pays Herc the RPP fee, Herc will limit Customer's responsibility for the Equipment repair or replacement cost to \$500 or 10% of the repair or replacement cost per item, including tax, whichever is less. Upon accepting RPP, Customer agrees to pay an RPP fee equal to 15%. Customer must review the RPP Terms and Conditions posted on Herc's website at <http://www.herc.com/rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF A PASSENGER MOTOR VEHICLE. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.herc.com/rental-protection-plan/terms-and-conditions.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth (above) and the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges, (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges, (iv) transportation service surcharge (v) repairs and replacement per this contract, (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys (viii) refueling service charges, (ix) fees for use of dyed diesel fuel in on-road Equipment; (x) preventative maintenance charges and (xi) emissions and environmental surcharges and fees, (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME. PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (1) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (2) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES. CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

**Quote Valid For 30 Days From Order Date**

**Terms are due upon receipt Not valid without Barcode**

Customer Name \_\_\_\_\_ Title \_\_\_\_\_  
 Customer Signature \_\_\_\_\_ Date \_\_\_\_\_



For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](http://HercRentals.com)

# 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 REQUEST (or Proposed Change Order)

No. 5

PROJECT: The Center  
Foster Elementary School  
OWNER: Oakland Unified School District  
CONTRACTOR: Native Soil

DATE: May 12, 2022  
DSA FILE NO.: 01  
DSA APP NO.: 114989  
OUSD PROJECT#: 13133-3  
PROJECT MANAGER: Elena Comrie

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):

Intercept irrigation Wires coiled outside of Greenhouse, Drill through Greenhouse wall, Install New conduit to Connect with interior existing Conduit and route irrigation wires through new conduit.  
Install Irrigation Controller and Connect 120v Power from Sink Enclosure Panel, Core Drill through Concrete Wall of Outdoor Sink. Repair damaged Conduit caused one of the wires inside to tear at 2 of the walkway lights. Lights had to be removed and reinstalled while the wire was pulled.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 7,611.03

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

\*\*\*\*\*

### CERTIFICATION

I, Emmanuel Gomez, declare the following:

Native Soil has contracted with Oakland Unified School District for the Central Administrative Center at Cole Contract. Native Soil 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 April 28, 2022, and entitled **PCO 5 Electricity work for irrigation controller**, and requesting **\$7,611.03** and/or     additional days), and I prepared the attached COR. I am the most knowledgeable person at Native Soil, regarding this COR.

The attached COR complies with all laws applicable to the 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

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1880

submission or certification of false claims, or other claims that violate the law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or Native Soil.

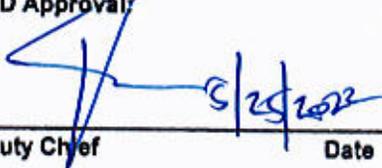
The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect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

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Native Soil, INC when necessary to ensure that the statements were true and correct.

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed May 15, 2022 at Oakland, California.

  
 \_\_\_\_\_ [signature]  
 Emmanuel Gomez

Initiated By:  <p style="text-align: center; color: red; font-size: 1.2em;">N/A</p> <hr/> Architect of Record <span style="float: right;">Date</span>	Reviewed By:  <p style="text-align: center;"></p> <hr/> Project Manager <span style="float: right;">Date</span>	Acknowledged By:  <p style="text-align: center;"> <span style="float: right;">05/15/22</span></p> <hr/> Contractor <span style="float: right;">Date</span>
OUSD APPROVAL:  <p style="text-align: center;"> <span style="float: right;">5/25/2022</span></p> <hr/> Director of Facilities <span style="float: right;">Date</span>	OUSD Approval:  <p style="text-align: center;"> <span style="float: right;">5/25/2022</span></p> <hr/> Deputy Chief <span style="float: right;">Date</span>	    



**Eclipse Electric of California**

8105 Edgewater Dr, Suite #206

Oakland, CA 94621

LIC#: 989457

Office: 510-485-4826

**Quote**

Date
05/12/2021

Job	Customer Contact
The Center: Replace PVC at Irrigation Controller with Rigid Conduit	OUSD - Elena Comrie: 415-916-2461

Item	Description	QTY	Rate	Amount
Material	2" Rigid Conduit/ 2" Rigid 90° fitting/ 2" Rigid Threaded Coupling/ 2" Rigid Threadless Connector	10'	\$10.80/ft	\$108.00
		1	\$26.62	\$26.62
		1	\$9.20	\$9.20
		1	\$39.05	\$39.05
LABOR	Demo existing PVC, install rigid conduit and 90° from controller to underground wires	2	\$175.00	\$350.00

Subtotal	\$532.87
OH&P (15%)	\$79.93
*Contingency (10%)	*\$53.28
<b>Total</b>	<b>\$666.08</b>

[nedarjr@eclipseelectricofca.com](mailto:nedarjr@eclipseelectricofca.com)

[majjed@eclipseelectricofca.com](mailto:majjed@eclipseelectricofca.com)

**\*Contingency is applied as need for unforeseen conditions. May not be applied to invoice.**



**Eclipse Electric of California**

8105 Edgewater Dr, Suite #206  
 Oakland, CA 94621  
 LIC#: 989457

**Invoice**

Date                      Invoice#                      Term                       
 05/12/2022      00004      Net 30

<b>Job</b>	<b>Customer Contact</b>
The Center: Greenhouse Penetration for Irrigation Wires	OUSD – Elena Comrie: 415-916-2461

<b>Item</b>	<b>Description</b>	<b>QTY</b>	<b>Rate</b>	<b>Amount</b>
Material	1" PVC Conduit and 45°/90° PVC Fittings	10'	\$24.09	\$24.09
		1-(90°)	\$2.26	\$2.26
		2-(45°)	\$4.10	\$8.20
Material	1" LB Condulet w/Cover and Gasket	1	\$9.78	\$9.78
Material	1' Liquidtight Flexible Conduit to Penetrate Greenhouse	10'	\$15.93	\$15.93
Labor	Intercept irrigation Wires coiled outside of Greenhouse, Drill through Greenhouse wall, Install New conduit to Connect with interior existing Conduit and route irrigation wires through new conduit (2 electrician @ 4 hours)	8	\$175.00	\$1,400.00

Subtotal	\$1,460.26
OH&P (15%)	\$219.04
<b>Balance Due</b>	<b>\$1,679.30</b>

Office: 510-878-2433  
 Cell: 510-485-4826

[nedarjr@eclipseelectricofca.com](mailto:nedarjr@eclipseelectricofca.com)

[majied@eclipseelectricofca.com](mailto:majied@eclipseelectricofca.com)



**Eclipse Electric of California**

8105 Edgewater Dr, Suite #206

Oakland, CA 94621

LIC#: 989457

# Invoice

<u>Date</u>	<u>Invoice#</u>	<u>Term</u>
05/12/2022	00004	Net 30

<b>Job</b>	<b>Customer Contact</b>
The Center: Install Irrigation Controller at Outdoor Sink Enclosure	OUSD – Elena Comrie: 415-916-2461

Item	Description	QTY	Rate	Amount
Material	#12 THHN Stranded Wires and #2300 Series Wiremold Raceway from Indoor Panel to Wiremold Box	30'	\$20.70	\$20.70
Material	2" PVC and 90° PVC Fitting to Connect Irrigation Controller to Underground Irrigation Wires	10' 1-(90°)	\$44.97 \$6.33	\$44.97 \$6.33
Material	Concrete anchors for mounting Irrigation Controller	1 Box	\$24.79	\$24.79
Labor	Install Irrigation Controller and Connect 120v Power from Sink Enclosure Panel, Core Drill through Concrete Wall of Outdoor Sink, (2 electricians @ 8 hours ea)	16	\$175.00	\$2,800.00

Subtotal	\$2,896.79
OH&P (15%)	\$434.52
<b>Balance Due</b>	<b>\$3,331.31</b>

Office: 510-878-2433

Cell: 510-485-4826

[nedarjr@eclipseelectricofca.com](mailto:nedarjr@eclipseelectricofca.com)

[majied@eclipseelectricofca.com](mailto:majied@eclipseelectricofca.com)



Eclipse Electric of California

8105 Edgewater Dr, Suite #206

Oakland, CA 94621

LIC#: 989457

# Invoice

Date                      Invoice#                      Term                       
 05/12/2022      00006      Net 30

Job	Customer Contact
The Center: Repair Damaged PVC For Admin Exterior Lights	OUSD – Elena Comrie: 415-916-2461

Item	Description	QTY	Rate	Amount
Material	1/2" PVC and Connectors	10'	\$10.02	\$10.02
Material	Orange #12 THHN Stranded Wire	40'	\$0.51	\$20.35
Labor	Damaged Conduit caused one of the wires inside to tear at 2 of the walkway lights. Lights had to be removed and reinstalled while the wire was repulled. (2 electricians @ 3 hours each)	6	\$175.00	\$1,050.00

Subtotal	\$1,080.37
OH&P (15%)	\$162.06
<b>Balance Due</b>	<b>\$1,242.43</b>

Office: 510-878-2433

Cell: 510-485-4826

[nedarjr@eclipseelectricofca.com](mailto:nedarjr@eclipseelectricofca.com)

[majied@eclipseelectricofca.com](mailto:majied@eclipseelectricofca.com)

# 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 REQUEST (or Proposed Change Order)

No. 6

**PROJECT:** The Center  
Foster Elementary School  
**OWNER:** Oakland Unified School District  
**CONTRACTOR:** Native Soil

**DATE:** May 12, 2022  
**DSA FILE NO.:** 01  
**DSA APP NO.:** 114989  
**OUSD PROJECT#:** 13133-3  
**PROJECT MANAGER:** Elena Comrie

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):

Remove weeds and place mulch at the Impacted project area

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 22,586

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

\*\*\*\*\*

### CERTIFICATION

I, Emmanuel Gomez, declare the following:

Native Soil has contracted with Oakland Unified School District for the Central Administrative Center at Cole Contract. Native Soil 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 May 16, 2022, and entitled **PCO 6 Mulch for Central Kitchen**, and requesting \$ 22,586.00 and/or \_\_\_ additional days), and I prepared the attached COR. I am the most knowledgeable person at Native Soil, regarding this COR.

The attached COR complies with all laws applicable to the 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 the law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or Native Soil.

# OAKLAND UNIFIED SCHOOL DISTRICT

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

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 Native Soil.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Native Soil, INC when necessary to ensure that the statements were true and correct.

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed May 16, 2022, at oakland, California.

  
\_\_\_\_\_  
[signature]  
Emmanuel Gomez

<b>Initiated By:</b>  <p style="text-align: center; color: red; font-size: 1.2em;">N/A</p> <hr/> <b>Architect of Record</b> <b>Date</b>	<b>Reviewed By:</b>  <hr/> <b>Project Manager</b> <b>Date</b>	<b>Acknowledged By:</b>   05/16/2022 <hr/> <b>Contractor</b> <b>Date</b>
<b>OUSD APPROVAL:</b>   05/16/2022 <hr/> <b>Director of Facilities</b> <b>Date</b>	<b>OUSD Approval:</b>   5/25/2022 <hr/> <b>Deputy Chief</b> <b>Date</b>	

**INTELLIBID COST BREAKDOWN**  
SHEET 31 OF 32

**CONTRACTOR:** NATIVE SOIL INC  
**PROJECT NAME:** Central Kitchen  
**PROJECT NUMBER** 13113  
**CHANGE ORDER NUMBER:** 7 **DATE:** 5/16/2022  
**CHANGE ORDER DESCRIPTION:** Remove weeds and and place mulch at impaled areas

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	17,640.00	
2. Fifteen percent (15%) of Line 1	\$	2,646.00	
3. Sum of Lines 1 & 2			\$ 20,286.00
4. TOTAL BURDEN LABOR COSTS			\$ -
5. TOTAL MATERIAL COSTS	\$	-	
6. Ten percent (10%) of Line 5	\$	-	
7. Sum of Lines 5 & 6			\$ -
8. Tax			\$ -
9. TOTAL EQUIPMENT RENTAL COSTS	\$	2,000.00	
10. Fifteen percent (15%) of Line 9	\$	300.00	
11. Sum of Lines 9 & 10			\$ 2,300.00
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	-	
	\$	-	
	\$	-	
13. Five percent (5%) of line 12	\$	-	
14. Sum of Lines 12 & 13			\$ -
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 22,586.00
COST OF BONDS			
TOTAL CHANGE ORDER			\$ 22,586.00

NOTE:





## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	Native Soil, Inc. – The Center Project	<b>Site</b>	184
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>	Native Soil, Inc.	<b>Agency's Contact</b>	Emmanuel Gomez
<b>OUSD Vendor ID #</b>	007827	<b>Title</b>	President
<b>Street Address</b>	1721 Broadway Suite 201	<b>City</b>	Oakland
<b>Telephone</b>	510-332-9048	<b>State</b>	CA
<b>Contractor History</b>	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>OUSD Project #</b>	13133		

Term of Original/Amended Contract			
<b>Date Work Will Begin (i.e., effective date of contract)</b>	4-14-2022	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	7-13-2022
		<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>	\$ 75,946.78
<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
9799/9569	Fund 21, Measure B	210-9799-0-9569-8500-6274-184-9180-9901-9999-13133	6274	\$75,946.78

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
1.	<b>Division Head</b>		<b>Phone</b>	510-535-7038
	<b>Executive Director, Facilities Planning and Management</b>		<b>Fax</b>	510-535-7082
	<b>Signature</b>		<b>Date Approved</b>	6.23.22
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	<b>Signature</b>		<b>Date Approved</b>	6/22/22
	Lozano Smith, approved as to form			
3.	<b>Deputy Chief, Facilities Planning and Management</b>			
	<b>Signature</b>		<b>Date Approved</b>	6.23.22
	T. Nakadegawa			
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>	



Board Office Use: Legislative File Info.	
File ID Number	22-0674
Introduction Date	4-13-22
Enactment Number	22-0619
Enactment Date	4/13/2022 os



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo (Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

**Board Meeting Date** April 13, 2022

**Subject** Agreement Between Owner and Contractor – Native Soil, Inc. – The Center New Irrigation Project – Division of Facilities Planning and Management

**Action Requested** Award by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Native Soil, Inc**, Oakland, California, for the latter to design, furnish and install new irrigation system for the Garden area which will be separate from the site Landscape system; and install 3 Trench drains at the Greenhouse and 1 drain at he Sink Enclousure, for the **The Center New Irrigation System Project**, in the amount of **\$55,000.00**, which includes a contingency of **\$9,500.00** for additional services, with the work anticipated to commence on **April 14, 2022**, and scheduled to last for ninety (90) days, with an anticipated ending of **July 12, 2022**.

**Discussion** The scope of work of the contract consists of the New Irrigation Sytem for the Garden area and Greenhouse for the The Center Project. Competitive bidding was not required since the contract is less than \$60,000 and was directly negotiated by the parties.

LBP (Local Business Participation Percentage) 0.00%

**Recommendation** Award by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Native Soil, Inc**, Oakland, California, for the latter to design, furnish and install new irrigation system for the Garden area which will be separate from the site Landscape system; and install 3 Trench drains at the Greenhouse and 1 drain at he Sink Enclousure, for the **The Center New Irrigation System Project**, in the amount of **\$55,000.00**, which includes a contingency of **\$9,500.00** for additional services, with the work anticipated to commence on **April 14, 2022**, and scheduled to last for ninety (90) days, with an anticipated ending of **July 12, 2022**.

**Fiscal Impact** Fund 21, Measure B

**Attachments**

- Agreement
- Payment and Performance Bonds
- Insurance Certificate



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No.** 22-0674

**Department:** Facilities Planning and Management

**Vendor Name:** Native Soil, Inc.

**Project Name:** New Irrigation System The Center Project

**Project No.:** 13133

**Contract Term:** Intended Start: April 14, 2022

Intended End: July 12, 2022

**Total Cost Over Contract Term:** \$55,000.00

**Approved by:** Tadashi Nakadegawa

**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?**

Native Soil, Inc, was selected by the District.

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

Native Soil, Inc. is to design, furnish and install a new irrigation system for the Garden area which will be separate from the Site Landscape system; and install 3 Trench drains at the Greenhouse and 1 drain at the Sink Enclosure for The Center New Irrigation System Project.

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

If "No," please answer the following questions: 1) How did you determine the price

is competitive?

[Empty rectangular box for answer]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- 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 \$99,100 (as of 1/1/22)
- 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:

- Contract price is only \$55,000.00.

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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This Agreement effective April 14, 2022, is by and between the Oakland Unified School District, Alameda County, hereinafter called the “Owner,” and Native Soil, Inc., hereinafter called the “Contractor,” with each a “Party,” and together the “Parties.” to this Agreement.

**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 Center, located at 2850 Wet Street, Oakland, CA 94608**

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

**OUSD, 955 High Street, Oakland, CA 94601**

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only.

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 the novel coronavirus and COVID-19, 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.

### **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 Ninety (90) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on April 14, 2022, in which case the deadline for Completion would be July 12, 2022.

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

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

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

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor’s work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner’s inability to recover its delay damages from the contractors whose work was delayed by Contractor.

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

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

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

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

**ARTICLE IV. PAYMENT, AND RETENTION.** The Owner agrees to pay the Contractor in current funds **FIFTY-FIVE THOUSAND dollars no/100 (\$55,000.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances, The above contract price includes a general contingency allowance of **NINE THOUSAND FIVE HUNDRED DOLLARS NO/100 (\$9,500.00)** 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 amounts, or to receive a time extension or other consideration, 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. To be enforceable, any written amendment or change order must be signed by both parties and approved by the Owner's governing body.

**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 Standards 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 \$1,000,000 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, which includes 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.

OAKLAND UNIFIED SCHOOL DISTRICT

850.40  
\_\_\_\_\_  
Gary Yee, President, Board of Education

4/14/2022  
\_\_\_\_\_  
Date

J. Johnson  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
and Secretary, Board of Education

4/14/2022  
\_\_\_\_\_  
Date

T. Nakadogawa  
\_\_\_\_\_  
Tadashi Nakadogawa, Deputy Chief,  
Facilities Planning and Management

3/18/2022  
\_\_\_\_\_  
Date

CONTRACTOR

[Signature] 03/14/22  
\_\_\_\_\_  
Signature Date

Emmanuel Gomez  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
(Chairman, Pres, or Vice-Pres)

Angelina Perez  
\_\_\_\_\_  
Print Name

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

Approved As to Form  
[Signature] 3/17/22  
\_\_\_\_\_  
OUSD General Counsel Date

1044513  
CONTRACTOR'S LICENSE NO.

9/30/2022  
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.



## COMMERCIAL LANDSCAPE HOME IMPROVEMENT CONTRACT

This AGREEMENT dated 06/22/2020 is by and between Native Soil Inc. and Helen Lau (hereinafter "Contractor" and "Contracting Party" and collectively referred to as the "Parties").

Contractor's Name Native Soil Inc License No. 1044513 Phone (510) 332-9048  
Business Address 1721 Broadway Suite 201 City Oakland State CA Zip 94612

Project Contracting Party's Name \_\_\_\_\_ Phone \_\_\_\_\_

Home \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

The Notice of Cancellation may be sent to Native Soil Landscape Co. (Contractor) at the following address:  
1721 BROADWAY SUITE 201 OAKLAND CA 94612

## COMMERCIAL LANDSCAPE IMPROVEMENT BUDGET

### Separate existing valves to be on their own Irrigation System

- Design new irrigation system and select all components
- Include ball valves at every valve manifold
- Submit plan to be approved before construction
- Cap all existing valves from mainline.
- Excavate approximately 20' at 18" and extend mainline
- Backfill mainline and compact
- Furnish and install new backflow with concrete pad and metal cage
- Furnish and install a sub water meter and program to controller
- Furnish and install master valve and program to controller
- Furnish and install flow sensor and program to controller
- Furnish and install new valves for existing playground and children's play area
- Trench and reconnect laterals to existing drip systems approximately 72'
- Backfill trenches and compact
- Trench and run irrigation wires to existing closet by pizza oven area approximately 135', directly bury irrigation wires
- Backfill trench and compact
- Flow sensor wire to be installed in conduit
- Furnish and install a new controller in stainless steel pedestal and program all components
- Furnish and install rain sensor
- \*power for controller and electricity to be done by others
- Restore any damaged landscape and reconnect all drip lines that were damaged during construction.
- Replace any damaged plants during construction
- Replace valves at green house and wire to new controller



**Drainage adjacent to Greenhouse**

- Furnish and install approximately 50 linear feet of trench drains
- Daylight solid pipe underground into existing drain
- Restore Decomposed Granite to Original Condition
- Furnish and install approximately 40 lf of trench drain at pizza oven and daylight at bioswale

Date: 11/16/2021

*END*  
 Landscape Contractor's Authorized Representative Sign Here

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

\_\_\_\_\_  
 Contracting Party Sign Here

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

\_\_\_\_\_  
 If More Than One Contracting Party, Second Contracting Party Sign Here

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: *Native Soil Inc.*  
 Project: *New Irrigation at the center*  
 Project #: *13133*  
 Estimate:

Bid Opening Da:  
 Time:  
 Project Mgr:  
 Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
\$45,500.00	\$45,500.00		100		#7794
PRIME Company: <i>Native Soil Inc.</i> Address: City/State: Phone:					
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	100.0%	0.0%	100.0%

Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted with bid at the time of bid opening

**DESIGNATION OF SUBCONTRACTORS**  
**DOCUMENT NO 00 40 01**

PROJECT: NEW Irrigation AT THE Center Project (Project Name)  
 PROJECT NO: 13133 BIDDER'S NAME NATIVE SOIL INC.  
 DIR 10 Digit Registration No: 110075199916

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

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

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

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds

<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>DESIGNATED SUBCONTRACTORS LIST</b>
The Center New Irrigation Project No. 13133 December 8, 2021	DOCUMENT 00 40 01 -1

for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

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

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

Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
N/A	N/A	N/A	N/A	N/A	N/A

<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>DESIGNATED SUBCONTRACTORS LIST</b>
The Center New Irrigation Project No. 13133 December 8, 2021	DOCUMENT 00 40 01 -2



**SITE VISIT CERTIFICATION**

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

PROJECT: **New Irrigation at the Center Project**

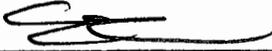
Check option that applies:

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: 2/24/22  
Proper Name of Bidder: Native Soil Inc.  
Signature:   
Print Name: Emmanuel Gromot  
Title: President

END OF DOCUMENT

## Contractor's License Detail for License # 1044513

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure click on link that will appear below for more information. [Click here for a definition of disclosable actions.](#)
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 2/10/2022 3:06:25 PM

### Business Information

NATIVE SOIL INC  
1721 BROADWAY SUITE 201  
OAKLAND, CA 94612  
Business Phone Number:(510) 590-1361

**Entity** Corporation  
**Issue Date** 09/18/2018  
**Expire Date** 09/30/2022

### License Status

This license is current and active.

All information below should be reviewed.

### License Classification

C27 - LANDSCAPING

### Contractor's Bond

This license filed a Contractor's Bond with BUSINESS ALLIANCE INSURANCE COMPANY.  
**Bond Number:** G80711530020  
**Bond Amount:** \$15,000  
**Effective Date:** 07/11/2018

### Bond of Qualifying Individual

The qualifying individual EMMANUEL GOMEZ-GONZALEZ certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.  
**Effective Date:** 09/18/2018

### Active Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND  
**Policy Number:** 9245383  
**Effective Date:** 02/06/2022  
**Expire Date:** 02/06/2023  
[Workers' Compensation History](#)

### Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.



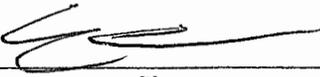
**SUFFICIENT FUNDS DECLARATION**  
**(Labor Code section 2810)**  
**DOCUMENT 00 11 13**

Owner: Oakland Unified School District  
Contract: New Irrigation at the Center Project  
Project No: 13133

I, Emmanuel Gomez declare that I am the President  
[insert title] of Native Soil 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 Native Soil Inc. [insert name of entity] to comply with all local,  
state or federal labor laws or regulations during the Project, including payment of  
prevailing wage, and that Native Soil Inc. [insert name of entity] will comply with  
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and executed on 2/24 2022 at OAKLAND [city],  
CA [state].

Date: 2/24/22

  
\_\_\_\_\_

Signature

Print Name: Emmanuel Gomez

Print Title: President

and may be assessed as provided in the Contract Documents, including Article III of the Agreement and Article 8 of the General Conditions.

**COVID-19:**

During the Work, the Contractor shall comply with all legal, contractual, and local government requirements related to the novel coronavirus and COVID-19 that apply to the Work at the time of bidding, 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.

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

Owner: Oakland Unified School District  
Contract: New Irrigation at the Center Project

The undersigned declares:

I am the President of Native Soil 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 2/24, 2022 at Oakland [city], CA [state].



Signature

Emmanuel Gomez

Print Name

**OAKLAND UNIFIED SCHOOL DISTRICT**  
The Center  
New Irrigation  
Project No. 13133  
December 8, 2021

**NON-COLLUSION**  
**DOCUMENT 00 40 03**

**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>		<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>	<i>Executed in</i>	

**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>

**OAKLAND UNIFIED SCHOOL DISTRICT**  
The Center  
New Irrigation  
Project No. 13133  
December 8, 2021

**IRAN CONTRACTING CERTIFICATION**  
**DOCUMENT 00 40 04**

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

*To be completed by the Prime Bidder*

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

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

*Continued on reverse side*

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

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

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

	<b>BASE BID/PROPOSAL</b>	<b>ALTERNATE #1</b>	<b>ALTERNATE #2</b>	<b>ALTERNATE #3 OR BASE BID B</b>	<b>ALTERNATE #4 OR BASE BID C</b>	<b>ALTERNATE #5 (Modernization or Reconstruction Only)</b>
A. Prime Bidder, <i>if DVBE (own participation)</i>	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1.						
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE						

**PRIME BIDDER GOOD FAITH EFFORT WORKSHEET**

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

PAGE 1 OF 2

BIDDER'S NAME <b>Native Soil Inc.</b>	BUSINESS ADDRESS <b>1721 Broadway Ste 201 Oakland CA 94612</b>	CONTACT PERSON <b>Emmanuel Gomez</b>
TELEPHONE NUMBER <b>510-570-1361</b>	OWNER <b>Oakland Unified School</b>	COUNTY <b>Alameda</b>

**GENERAL INSTRUCTIONS:**

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

**PART I – CONTACTS**

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

E. Total Bid						
--------------	--	--	--	--	--	--

OAKLAND UNIFIED SCHOOL DISTRICT  
The Center  
New Irrigation  
Project No. 13133  
December 8, 2021

DVBE PARTICIPATION CERTIFICATE  
DOCUMENT 00 41 00

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

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	
NOT ENOUGH TIME TO submit Advertisement to meet 14 days prior requirement			

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

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

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	YES	NO		
USA Construction Services LLC		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

**IMPORTANT NOTE:**

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

**CERTIFICATION**

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

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner USA Construction San Jose CA	408.456.2906	2/24/22	Recorded message
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at <a href="https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx">https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx</a>	(916) 375-4940	2/24/22 2/24/22	Recorded message
3. DVBE Organizations (List):			
CAL TRANS	916.324.1700	2/24/22	Recorded message
4. Write "recorded message" in this column, if applicable.			

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner USA Construction San Jose CA	408.456.2906	2/24/22	Recorded message
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at <a href="https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx">https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx</a>	(916) 375-4940	2/24/22 2/24/22	Recorded message
3. DVBE Organizations (List):			
CAL TRANS	916.324.1700	2/24/22	Recorded message
4. Write "recorded message" in this column, if applicable.			

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT  
FOR CONSTRUCTION CONTRACTS  
DOCUMENT 00 43 00  
(Education Code Sections 45125.1 and 45125.2)**

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

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

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

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

2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply

<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>FINGERPRINTING NOTICE &amp; ACKNOWLEDGING</b>
The Center New Irrigation Project No. 13133 December 8, 2021	<b>DOCUMENT 00 43 00 -1</b>

with Education Code section 45125.2, above. An “emergency or exceptional” situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

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

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

Dated: 2/24/22

  
\_\_\_\_\_  
Signature

Name: Emmanuel Gomez

Title: president

<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>FINGERPRINTING NOTICE &amp; ACKNOWLEDGING</b>
The Center New Irrigation Project No. 13133 December 8, 2021	<b>DOCUMENT 00 43 00 -2</b>



# CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code  
and the Rules and Regulations of the Contractors State License Board,  
the Registrar of Contractors does hereby issue this license to:

**NATIVE SOIL INC**

**License Number 1044513**

to engage in the business or act in the capacity of a contractor in the following classifications:

**C27 - LANDSCAPING**

Witness my hand and seal this day,

September 19, 2018

**Issued September 18, 2018**

Handwritten signature of Marlo Richardson in black ink.

Marlo Richardson, Board Chair

*This license is the property of the Registrar of Contractors,  
is not transferable, and shall be returned to the Registrar  
upon demand when suspended, revoked, or invalidated  
for any reason. It becomes void if not renewed.*

Handwritten signature of David R. Fogt in black ink.

David R. Fogt, Registrar of Contractors

**DOCUMENT 00 52 00**

**SCHEDULE Z**

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

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

The 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>Native Soil Inc.</u>			
Company Name		Signature of Authorized Representative	
<u>1721 Broadway Ste 201</u>		<u>Emmanuel Gomes</u>	
Address		Type or Print Name	
<u>510</u>	<u>3329048</u>	<u>2/24/22</u>	
Area Code	Phone	Date	Type or Print Name

**Please Note:** General Contractors and all of their subcontractors are required to submit this certification form.

**END OF DOCUMENT**

**DOCUMENT 00 41 03**

**LOCAL BUSINESS ENTERPRISE PROGRAM**

For the local business enterprise program please reference the following included documents:

- 1) Exhibit "A" Local, Small Local and Small Local Resident Business Enterprise Program  
(17 pages)
  
- 2) Local/Small Local and Small Local Resident Business Enterprise Program  
(2 pages)  
\*\*\* Must be included with bid forms
  
- 3) Supplement "E" Supplement Questionnaire for Certification  
(2 pages)  
\*\*\* Must be included with bid forms

**END OF DOCUMENT**



**TOKIO MARINE  
HCC**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

**NHUNG H. SAEPHAN**

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number BB2018642, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Three million and 00/100 ( \$3,000,000.00 ).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1<sup>st</sup> day of September, 2011.

*“Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.”

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 1<sup>st</sup> day of June, 2018.

State of California  
County of Los Angeles



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: Adam S. Pessin  
Adam S. Pessin, President

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

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

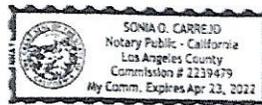
I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sonia O. Carrejo

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of February, 2022.

Bond No. BB2018642

Agency No. 5687



Kio Lo  
Kio Lo, Assistant Secretary



**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Asero Insurance Services</b>		NAMED INSURED <b>Native Soil Inc. Emmanuel Gomez 1721 Broadway 201 Oakland, CA 94612</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

General Liability Additional Insured / Primary & Non-Contributory / Waiver of Subrogation as required by written contract per form CG 88 10 04 13

General Liability Additional Insured as required by written contract per form CG 20 37 04 13

Commercial Auto Liability Additional Insured / Waiver of Subrogation as required by written contract per form CA 88 10 01 13

Workers' Compensation Waiver of Subrogation as required by written contract per form 10217 (REV. 7-2014)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL GENERAL LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**INDEX**

<b>SUBJECT</b>	<b>PAGE</b>
<b>ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT</b>	<b>1-3</b>
<b>PRIMARY AND NON-CONTRIBUTORY – ADDITIONAL INSURED EXTENSION</b>	<b>3</b>
<b>ADDITIONAL INSURED – EXTENDED PROTECTION OF YOUR “LIMITS OF INSURANCE”</b>	<b>3-4</b>
<b>WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU</b>	<b>4</b>

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT**

- 1** Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused in whole or in part by:
  - a** Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured that are the subject of the written contract or written agreement provided that the “bodily injury” or “property damage” occurs, or the “personal and advertising injury” is committed, subsequent to the signing of such written contract or written agreement; or
  - b.** Premises or facilities rented by you or used by you; or
  - c.** The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
  - d.** Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
    - (1)** This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the operations performed for the state or political subdivision;
    - (2)** This insurance does not apply to “bodily injury” or “property damage” included within the “completed operations hazard”.
    - (3)** Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
      - a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

Insured: Native Soil, Inc.  
Policy No.: BKS58867559

- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance. However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

- 2 With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on

behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3 With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### **H PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

#### **I ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1 The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
  - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
  - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
- 2** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**P. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s)**

Blanket Additional Insured

1721 BROADWAY 201

OAKLAND, CA 94612

**Location And Description Of Completed Operations**

Per written contract with Insured.

Per written contract with Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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of 8

7

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**COVERAGE INDEX**

<b>SUBJECT</b>	<b>PROVISION NUMBER</b>
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
AMENDED FELLOW EMPLOYEE EXCLUSION	5
EXTENDED CANCELLATION CONDITION	23
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	20

**SECTION II – LIABILITY COVERAGE** is amended as follows:

**1. BROAD FORM INSURED**

SECTION II – LIABILITY COVERAGE, paragraph **A.1.** –WHO IS AN INSURED is amended to include the following as an insured:

**d.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, “insured” does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph **d. (2)** of this provision does not apply to a policy written to apply specifically in excess of this policy.

**e.** Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;
- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To “bodily injury” or “property damage” that occurred before you acquired or formed the organization.

**2. EMPLOYEES AS INSUREDS**

SECTION II – LIABILITY COVERAGE, paragraph **A.1.** –WHO IS AN INSURED is amended to include the following as an insured:

**f.** Any “employee” of yours while using a covered “auto” you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any “employee”.

**g.** An “employee” of yours while operating an “auto” hired or borrowed under a written contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the “employee”.

**3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II – LIABILITY COVERAGE, paragraph **A.1.** –WHO IS AN INSURED is amended to include the following as an insured:

- h.** Any person or organization with respect to the operation, maintenance or use of a covered “auto”, provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an “insured”.

However, such person or organization is an “insured”:

- (1) Only with respect to the operation, maintenance or use of a covered “auto”;
- (2) Only for “bodily injury” or “property damage” caused by an “accident” which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

**5. AMENDED FELLOW EMPLOYEE EXCLUSION**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, exclusion **B.5. FELLOW EMPLOYEE** does not apply if the “bodily injury” results from the use of a covered “auto” you own or hire.

**20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an “accident” or “loss”, our rights are waived also.

**COMMON POLICY CONDITIONS**

**23. EXTENDED CANCELLATION CONDITION**

COMMON POLICY CONDITIONS, paragraph **A.**– CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



ENDORSEMENT AGREEMENT

BROKER COPY

WAIVER OF SUBROGATION  
BLANKET BASIS

9245383-21  
RENEWAL  
NA  
9-85-11-45  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE FEBRUARY 6, 2021 AT 12.01 A.M.  
AND EXPIRING FEBRUARY 6, 2022 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

NATIVE SOIL INC  
1721 BROADWAY STE 201  
OAKLAND, CA 94612

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: FEBRUARY 9, 2021

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Native Soil, Inc. – The Center Project	<b>Site</b>	184
<b>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>			
<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>	Native Soil, Inc.	<b>Agency's Contact</b>	Emmanuel Gomez		
<b>OUSD Vendor ID #</b>		<b>Title</b>	President		
<b>Street Address</b>	1721 Broadway Suite 201	<b>City</b>	Oakland	<b>State</b>	CA
<b>Telephone</b>	510-332-9048	<b>Zip</b>	94612	<b>Policy Expires</b>	
<b>Contractor History</b>	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>OUSD Project #</b>	510-332-9048				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	4-14-2022	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	7-12-2022
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$55,000.00	<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
9799/9569	Fund 21, Measure B	210-9799-0-9569-8500-6274-184-9180-9901-9999-13133	6274	\$55,000.00

### 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>	3/18/2022		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	3/17/22		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	3/18/2022		
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>			