Board Office Use: **Legislative File Info.**	
File ID Number	26-1470
Introduction Date	06-24-2026
Enactment Number	
Enactment Date	

Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Sele Nadel-Hayes, Executive Director, Facilities

Board Meeting Date June 24, 2026

Subject Change Order No. 1, Agreement Between Owner and Contractor – Nicholas Guiterrez doing usiness as N G Builder Company – Emerson Elementary School Site Improvements Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Change Order No. 1, Agreement Between Owner and Contractor by and between the **District** and **Nicholas Guiterrez doing business as N G Builder Company,** Santa Clara, CA, for the latter to provide additional construction services consisting of furnishing and installing PIP safety surfacing, asphalt demolition, removal of garden fencing, and other miscellaneous related work, as identified in the PCOs No. 2-4, for the **Emerson Elementary School Site Improvements Project,** in the not to exceed amount of $109,916.02, increasing the contract price from $397,666.00 to $507,582.02. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Change Order is for additional construction services based on the direction of the district and unforeseen site conditions that was not included in the original contract, as outlined in PCOs 2-4 to cover in detail the additional scope of work to be performed.

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education of Change Order No. 1, Agreement Between Owner and Contractor by and between the **District** and **Nicholas Guiterrez doing business as N G Builder Company,** Santa Clara, CA, for the latter to provide additional construction services consisting of furnishing and installing PIP safety surfacing, asphalt demolition, removal of garden fencing, and other miscellaneous related work, as identified in the PCOs No. 2-4, for the **Emerson Elementary School Site Improvements Project,** in the not to exceed amount of $109,916.02, increasing the contract price from $397,666.00 to $507,582.02. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 01 General Fund ELOP

Attachments

- Change Order No. 1 and Other Documents
- Routing Form
- File ID: 25-1877

Memorandum:

Date: 6/26/2025
To: Muhanad Amous
CC: Kenya Chatman, David Colbert, Colland Jang, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown
From: Tiffany Knuckles
Subect: LBU Memo - Project #24168 - Emerson Elementary School - Emerson Site Improvements

---

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project(s):

Project: 24168 **Project Site(s):** Emerson Elementary School
Name: Emerson Site Improvements

Analysis:

Our review has determined that the funding source for the above project (0007, ELOP) is not currently monitored under the Local Business Policy. Given this information, it is our determination that the project is to be exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

LBU Recommendation:

EXEMPT (Fund Source)

If you have any questions, please feel free to contact our team at any time.

Sincerely,
Tiffany Knuckles
Local Business Compliance - Officer
360 Total Concept
Oakland Unified School District - Local Business Compliance

CHANGE ORDER

Owner:	Oakland Unified School District
Project:	Emerson ES Site Improvement
School:	Emerson Elementary School
Contractor:	N G Builders
Change Order No.:	1
Date:	March 24, 2026
DSA File No.:	N/A
DSA Application No.:	N/A
OUSD Project #:	**24168**
Project Manager:	**Muhand Amous**

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

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):
PCO #2 – Furnish and install PIP safety surfacing (TK-K play structure area)
PCO #3 – Asphalt demolition, DG installation, and garden fencing removal
PCO #4 – Miscellaneous additional work

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: $109,916.02

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

Director Initials MA

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	$397,666.00
Prior Change Orders:	+ $0
Total Contract Price Prior to this Change Order	= $397,666.00
This Change Order's Adjustment:	+ 109,916.02
Adjusted Contract Price (include all special and contingency allowances):	= $507,582.02

Current Change Order's Percentage of Original Contract Price:	27.6%
Total Change Orders' Percentage of Original Contract Price:	27.6%

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

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	December 3, 2025
Time extensions granted in prior change orders:	+ 0 Calendar Days
Time extension granted in this change order:	+ 0 Calendar Days
Adjusted contract completion deadline:	= December 3, 2025

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

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

Approved: **Architect of Record** **Print Name:** **Signature:** **Date:**	**Approved and Agreed:** **General Contractor** **Print Name:** Nick Gutierrez **Signature:** 03-27-26 **Date:**	**Approved and Agreed:** **Chief of Systems & Services Officer** **Date:** 4-16-26
Approved as to Form: Sarah Politz **OUSD Facilities Counsel** **Date:** 6/1/2026		

319-6617106499.1

CHANGE ORDER REQUEST (Proposed Change Order)

No. 2

PROJECT: Emerson Site Improvement Project
Emerson Elementary School

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: **N G BUILDERS**
3100 Button Ave, Suite #223
Santa Rosa, CA 95407

DATE: MARCH 25, 2026

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24168
PROJECT MANAGER: Muhand Amous

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):
This change order includes costs associated with the furnishing and installation of poured-in-place (PIP) safety surfacing at the new TK-K play structure area. The space was originally designed as a nature space and was bid accordingly.

However, at OUSD's direction, this area was revised to include a play structure, which required the installation of compliant safety surfacing in accordance with playground safety requirements.

This work is included under the Contractor's Change Order Proposal CCO #2. ($33,485.73 of this PCO will be included in AED #2. The remaining $35,255.14 will be tracked in CO #1)

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $35,255.14

- If Contractor requests payment from an allowance, please indicate which allowance: **Contingency Allowance**

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

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

* * * * * * * * * * * *

CERTIFICATION

I, Nicholas Gutierrez, declare the following:

N G Builders has contracted with Oakland Unified School District for the Emerson Site Improvement Contract ("Contract"). N G Builders authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for Oakland Unified School District regarding this Contract (such COR or AER entitled FURNISH AND INSTALL PIP SAFETY SURFACING (TK-K PLAY STRUCTURE AREA), and requesting $35,255.14 and/or 0 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at N G Builders regarding this COR or AER.

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

The attached COR or AER 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 or AER, 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 N G Builders.

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for N G Builders) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER 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 March 25, 2026, at Oakland, California.

[signature]
Nick Gutierrez *[name of declarant]*

319-661/7106498.1

NGB
Next Generation Of Builders

Scope of Work: Supply and install approximately 2,500 sq. ft. of our HP safety surface in an additional area

A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags,etc., for force account work) $ 64,500.00

B. Labor $

C. Equipment/tools (attach any invoices) $0.00

D. Subtotal $ 64,500.00

E. Add overhead and profit, not to exceed ten percent (5%) of item D. $ 3,225.00

F. Subtotal $ 67,725.00

G. Bonds and insurance, not to exceed one and a half percent (1.5%) of Item H. $ 1,015.87

H. TOTAL $ 68,740.87

I. TIME in calendar days (zero unless indicated; “TBD” not permitted)

SIERRA PACIFIC SPORTS

CA Lic # 1067002 DIR # 1000648526

Office: PO Box 1615
Verdi, NV 89439
775-345-2200
833-715-0888

POROPOSED CHANGE ORDER # 2 TRANSMITTAL SHEET

DATE: 11/21/2025	FROM: Alan J Krausen
TO: Nick Gutierrez	COMPANY: NG Builders
EMAIL:	01
PHONE NUMBER:	PROJECT: Emerson EMS PIP

This is a proposed contract change order based on the following changes in the scope of work to be performed at the Emerson Elementary school in Oakland CA as requested by by NG Builders.

1) Supply and install approximately 2,500 sq. ft. of our HP safety surface in an additional area;
2) Safety surface to be 3" 2.5" of buffings and .5" of 60/40 Color;
3) HP Color is to be Cobalt Blue (60%) and Black (40%);
4) Includes all labor, equipment and materials;
5) Prevailing Wage Rate.

Total Cost for above scope of work **$64,500.00**
Payment Terms per original contract proposal

Accepted By: _____ Dated: _____

Print Name: _____

Title: _____

OAKLAND UNIFIED SCHOOL DISTRICT
EMERSON ES SITE IMPROVEMENTS
PROJ # 24168
PCO#002 SUPPLY & INSTALL PIP

To: **M. ANOUS/PM**
From: **Emil Vinuya, PE/Chief Cost Estimator**
Date: **10-Feb-26**

General Comments:

1 GENERAL CONTRACTOR: NGBUILDERS

No work provided by GC

2 SUBCONTRACTOR: SIERRA PACIFIC SPORTS

Cost provided by Sub appears reasonable.

3	**GENERAL CONTRACTOR's COST PROPOSALS**	**$ 68,740.87**
	ESTIMATED CONSTRUCTION COST FOR PCO#002	**$ 68,740.87**

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
EMERSON ES SITE IMPROVEMENTS
Oakland, CA

Project Number: 24168
Date: 10-Feb-26

Decription : **PCO#1**
SUPPLY & INSTALL PIP

Reference Drawing: **Cost Proposal dated 08/22/2023**
GEN CONTRACTOR: **NG BUILDERS**

NATIVE SOIL

		Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2					
2	SHEET 2 of 2					
3		$ -	$ -	$ -		$ -
4						
5						
6						
7						
8						
9		$ -	+ $ -	+ $ -		= $ -
10						
11		**Expenses:**				
12		Material Sales Tax.....	10.25%	of Total Material:		Incl.
13		Rental Sales Tax.....	10.25%	of Total Rental:		Incl.
14						
15					**Subtotal - Line 7 thru 12:**	**$ -**
16						
17			General Contractor OH, B&IP, &P:	15.00% *	Total Cost	$ -
18			*(Overhead, Bond & Insurance Premiums & Profit)			
19						
20					**Subtotal - Line 13 thru 19:**	**$ -**
21						
22					**Subcontractor's Cost - SIERRA PACIFIC**	**$ 64,500.00**
23					**TOTAL - Subcontractor's Cost**	**$ 64,500.00**
24						
25			General Contractor OH&P on Sub Cost:	5.00% *		$ 3,225.00
26					**SUBTOTAL**	**$ 67,725.00**
27			Misc Expenses: Travel, Lodging, Food, Rental, etc.....			
28			Subcontractor Bond & ins.:		1.50%	$ 1,015.88
29					**SUBTOTAL**	**$ 68,740.87**
30						
31					**TOTAL PROBABLE CONSTRUCTION COST - NGBUILDERS**	**$ 68,740.87**

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
EMERSON ES SITE IMPROVEMENTS
Oakland, CA

Project Number: 24168
Date: 10-Feb-26

Decription : **PCO#1**
SUPPLY & INSTALL PIP

Reference Drawing: **Cost Proposal dated 08/22/2023**
GEN CONTRACTOR: **SIERRA PACIFIC SPORTS**

	A) Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ -	$ 64,500.00	$ -		$ 64,500.00
4					
5					
6					
7					
8					
9	$ -	+ $ 64,500.00	+ $ -	=	$ 64,500.00
10					
11	**Expenses:**				
12	Material Sales Tax.....	10.25%	of Total Material:		Incl.
13	Rental Sales Tax.....	10.25%	of Total Rental:		Incl.
14					
15			**Subtotal - Line 7 thru 12:**	**$**	**64,500.00**
16					
17	General Contractor OH, B&IP, &P:	0.00% *	Total Cost	Incl.	
18	*(Overhead, Bond & Insurance Premiums & Profit)				
19					
20			**Subtotal - Line 13 thru 19:**	**$**	**64,500.00**
21					
22			**Subcontractor's Cost - SIERRA PACIFIC**	**$**	**-**
23			**TOTAL - Subcontractor's Cost**	**$**	**-**
24					
25	General Contractor OH&P on Sub Cost:	5.00% *		$	-
26			**SUBTOTAL**	**$**	**64,500.00**
27	Misc Expenses: Travel, Lodging, Food, Rental, etc.....				
28	Subcontractor Bond & ins.:		1.50%	$	-
29			**SUBTOTAL**	**$**	**64,500.00**
30					
31			**TOTAL PROBABLE CONSTRUCTION COST - SIERRA PACIFIC**	**$**	**64,500.00**

Detailed Estimate

EMERSON ES SITE IMPROVEMENTS Date: #REF!

No.	PCO#002	No. of Units	Per	M.H. Per Unit	LABOR COST M. H. Total	Cost Per M. H.	Total Cost	MATERIAL COST Unit Cost	Total Cost	Unit Cost	Total Cost
SUBCONTRACTOR		**SIERRA PACIFIC SPORTS**									
Project Description:		**SUPPLY & INSTALL PIP**									
1	**SCOPE OF WORK:**										
2	Install PIP										
3											
4	**MATERIALS:**										
5	MATERIALS: - supply & install	2500.00	SF	0.00	0.00			$ 25.80	$ 64,500.00		
6											
7	**LABOR:**										
8	Equipment OperatorJM	1.00	EA	0.00	0.00	$ -	$ -				
9	Laborer/JM	1.00	EA	80.00	80.00	$ -	$ -				
10											
11											
12											
13											
14	**EQUIPMENT:**										
15	Not Used	0.00		0.00	0.00					$ -	$ -
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26	**SHEET TOTALS**				**80.00**	**$ -**	**$0.00**		**$ 64,500.00**		**$ -**

CHANGE ORDER REQUEST (Proposed Change Order)

No. 3

PROJECT: Emerson Site Improvement Project
Emerson Elementary School

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: **N G BUILDERS**
3100 Button Ave, Suite #223
Santa Rosa, CA 95407

DATE: MARCH 25, 2026

DSA FILE NO.: **N/A**
DSA APP NO.: **N/A**
OUSD PROJECT #: 24168
PROJECT MANAGER: Muhand Amous

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):
This change order addresses revisions in the garden space, the new nature space, and the play structure area. In the garden space, OUSD revised the surface material. Previously, engineered wood fiber was to be installed by Others. Instead, OUSD directed the contractor to furnish and install decomposed granite (DG) with stabilizer and border. This was new scope for the contractor. Additionally, OUSD directed the removal of existing garden fencing. The area was regraded, and leftover debris was cleaned up and hauled off.
In the creation of the new nature space, during the work, the asphalt thickness was discovered to be 6 inches instead of the 4 inches specified in the original scope, requiring additional saw cutting, removal, and disposal. After this, the plans were revised, requiring the contractor to remobilize and remove an additional 2,512 square feet of asphalt to accommodate the updated layout.
Lastly, an existing clean out was discovered beneath the prior play structure surfacing. The contractor relocated it by trenching, cutting, capping, and backfilling.

This work is included under the Contractor's Change Order Proposal CCO #1.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $61,538.10
- If Contractor requests payment from an allowance, please indicate which allowance:

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):
___x Unforeseen Conditions
____ Direction by Government Agency
___x Owner Requested
____ Design Omission
____ Design Error
____ Other: _____

* * * * * * * * * * * *

CERTIFICATION

I, Nicholas Gutierrez, declare the following:

N G Builders has contracted with Oakland Unified School District for the Emerson Site Improvement Contract ("Contract"). N G Builders authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for Oakland Unified School District regarding this Contract (such COR or AER entitled ASPHALT DEMOLITION, DG INSTALLATION, AND GARDEN FENCING REMOVAL), and requesting $61,538.10 and/or 0 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at N G Builders regarding this COR or AER.

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

The attached COR or AER 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 or AER, 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 N G Builders.

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for N G Builders) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER 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 March 25, 2026, at Oakland, California.

[signature]

Nicole Gutierrez *[name of declarant]*

319-661/7106498.1

Next Generation Of Builders

Scope of Work: DG gravel: remove soil, place base, install DG gravel, install boarder, install harder.
Additional Asphalt demo: Remobilize and Demo an additional 2,512 SQFt clean up and haul off debris
Field investigation on clean out: Trench, remove cap cut and cap line, backfill and compact
Additional demo and clean up: remove fencing, grading, clean up and haul off debris

A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags,etc., for force account work) $10,202.78
DG Gravel- 24.67 CY of gravel- $7,152.07
DG Gravel Hardner- $1613.33
Dg Gravel Boarder- $ 889.98
Form Boards- $349.76
Line Cap - $197.64

B. Labor $ 30,317.76
Foreman (1) - 120 hours- 12,490.08 ($104.09 Per hour)
Operator (1)- 84 hours- 7,347.48 ($87.47 Per hour)
Laborer - 160hours- 10,62.44 ($63.75 Per hour)

C. Equipment/tools (attach any invoices) $ 15,437.00
Dumpsters - 5886.00
SAW CONCRETE ELECTRIC WALKBEHIND- 236.00 per day- 3 days (24 hours)- total- 708.00
SKID STEER LOADER 1900-2000#- 355.00 Per day- 8 days (64 hours)- total- 2,840.00
SKID STEER MINI-EX COMBO BREAKER- 159.00 Per day- 4 days (32 hours)- total- 636.00
MINI EXCAVATOR 3000-3999#- 333.00 per day- 5 days (40 hours)- total- 1,665.00
DEMO HAMMER 60# ELECTRIC- 155.00 per day- 5 days (40 hours)- total- 775.00
ENVIRONMENTAL SERVICE CHARGE- 24.82
DELIVERY CHARGE-222.50
PICKUP CHARGE- 222.50

D. Subtotal $ 55,957.54

E. Add overhead and profit, not to exceed ten percent (15%) of item D. $8,393.63

F. Subtotal $ 64,351.17

G. Bonds and insurance, not to exceed one and a half percent (1.5%) of Item H. $ 965.27

H. TOTAL $ 65,316.44

I. TIME in calendar days (zero unless indicated; "TBD" not permitted) 15 days

Same Day Dumpster

+18662236227
albert@samedaydumpsterinc.com

SAME DAY DUMPSTER RENTAL

INVOICE

SHIP TO
Nicholas Gutierrez
3100 Dutton Ave
SANTA ROSA, CALIFORNIA 95407

INVOICE 006159
DATE
TERMS Due on receipt
DUE DATE

PAYMENT METHOD
Credit Card

DATE		DESCRIPTION	QTY	RATE	AMOUNT
04/21/2025	10 Yard Dumpster	10 yd mix - swap	5	1,080.00	5,400.00
04/21/2025	Fuel / Payment Processing Fee	9%	1	486.00	486.00

SUBTOTAL	5,886.00
TAX	0.00
TOTAL	5,886.00
BALANCE DUE	**$5,886.00**

AMERICAN
SOIL & STONE

INVOICE

CI322453

Customer ID: C123660
Open ID: OI365190
PO:

BILL TO

Next Generation
Josie
3100 Dutton Ave
Santa Rosa CA 95407
U.S.A.

SHIP TO

Next Generation
Nicholas

BILL TO: (707) 852-5046 | mailto:josie@ngbuilders.llc

SHIP TO: (707) 890-2836

#	SKU	DESCRIPTION	QTY		PRICE	EXT	TAX
1	G10	Gold Path Fines CY	6.000	CY	119.00	714.00	Y
2	D94619	Soil Delivery Oakland	1.000	EA	100.00	100.00	Y
		** delivery on friday 8/2 pm **					
		** please text ETA **					
		Credit Card Payment Summary (Merch ID:535353411184179)					
		Trans: 15585659570 | Auth: 278557 | Card: XX3007					
		SUBTOTALS:	7			814.00	

Freight

Taxable 79.37

SALESPERSON: Erika

ALL PRICING VALID FOR 30 DAYS FROM DATE OF QUOTE
All Stone & Bulk Material Sales Final. No Pallet Returns
Store credits expire 1 year from date of issue
www.americansoil.com
Mailing address: PO Box 8238, Berkeley CA 94707

Tax Total	79.37
Deposit	0.00
TOTAL	**893.37**
Amex	893.37
TOTAL	**893.37**

I agree to pay the above amount according to the card issuer agreement (merchant agreement if credit voucher)

SIGNATURE _____

AMERICAN SOIL & STONE

INVOICE

CI322572

Customer ID: C123660
Open ID: OI365322

BILL TO

Next Generation
Josie
3100 Dutton Ave
Santa Rosa CA 95407
U.S.A.

SHIP TO

Next Generation
Nicholas
4730 Fleming Avenue
Oakland, CA 94619
U.S.A.

BILL TO: (707) 852-5046 | mailto:josie@ngbuilders.llc

SHIP TO: (707) 890-2836

#	SKU	DESCRIPTION	QTY		PRICE	EXT	TAX
1	LS026	Gator Liquid 5 Gal Stabilizer	15.000	EA	98.00	1,470.00	Y

Credit Card Payment Summary (Merch ID:535353411184179)

Trans: 15595954234 | Auth: 032602 | Card: XX1598

SUBTOTALS:	15		1,470.00
Freight			
Taxable			143.33

SALESPERSON: Erika

ALL PRICING VALID FOR 30 DAYS FROM DATE OF QUOTE
All Stone & Bulk Material Sales Final. No Pallet Returns
Store credits expire 1 year from date of issue
www.americansoil.com
Mailing address: PO Box 8238, Berkeley CA 94707

Tax Total	143.33
Deposit	0.00
TOTAL	**1,613.33**
Visa	1,613.33
TOTAL	**1,613.33**

I agree to pay the above amount according to the card issuer agreement (merchant agreement if credit voucher)

SIGNATURE _____

United Rentals

RENTAL QUOTE

BRANCH 549
700 98TH AVE
OAKLAND CA 94603-2216
510-562-3000

247128427

Customer #	: 7202338
Quote Date	:
Estimated Out	:
Estimated In	:
UR Job Loc	:
UR Job #	:
Customer Job ID	:
P.O. #	: TBD
Ordered By	: JOSIE MARRUSO
Written By	: KEVIN ROMERO
Salesperson	: HOUSE ACCOUNT

Job Site

Office: 707-687-8288

NEXT GENERATION OF BUILDERS

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	6250058	SAW CONCRETE ELECTRIC WALKBEHIND		236.00	612.00	1,570.00	236.00
1	9030080	SKID STEER LOADER 1900-2000#		355.00	1,036.00	2,496.00	355.00
1	9035354	SKID STEER MINI-EX COMBO BREAKER		159.00	456.00	1,822.00	159.00
1	9070035	MINI EXCAVATOR 3000-3999#		333.00	849.00	2,256.00	333.00
1	1503820	VIB PLATE REVERSIBLE 14000-15999# IMPACT	553.00	553.00	1,476.00	3,181.00	553.00
1	1902200	DEMO HAMMER 60# ELECTRIC Do not use more than 50' of grounded extension cord 12 gauge cord required.	101.00	155.00	455.00	1,185.00	155.00

Rental Subtotal: 1,791.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI]	13.440	EACH	13.44
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	24.820	EACH	24.82
1	DELIVERY CHARGE		222.500	EACH	222.50
1	PICKUP CHARGE		222.500	EACH	222.50

Sales/Misc Subtotal: 483.26

Agreement Subtotal:	2,274.26
Rental Protection:	268.65
Tax:	210.31
Estimated Total:	2,753.22

COMMENTS/NOTES:

CONTACT: JOSIE MARRUSO
CELL#: 707-852-5046

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #

SAW CONCRETE ELECTRIC WALKBEHIND- 236.00 per day- 3 days (24 hours)- total- 708.00
SKID STEER LOADER 1900-2000#- 355.00 Per day- 8 days (64 hours)- total- 2,840.00
SKID STEER MINI-EX COMBO BREAKER- 159.00 Per day- 4 days (32 hours)- total- 636.00
MINI EXCAVATOR 3000-3999#- 333.00 per day- 5 days (40 hours)- total- 1,665.00
DEMO HAMMER 60# ELECTRIC- 155.00 per day- 5 days (40 hours)- total- 775.00
ENVIRONMENTAL SERVICE CHARGE- 24.82
DELIVERY CHARGE- 222.50
PICKUP CHARGE- 222.50

This quote may not be valid if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Carpenter[#]

Determination:
NC-23-31-1-2025-1

Issue Date:
August 22, 2025

Expiration date of determination:
June 30, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:
Area 1: All localities within Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.
Area 2: All localities within Monterey, San Benito, and Santa Cruz Counties.
Area 3: All localities within El Dorado[a], Placer[a], Sacramento, San Joaquin and Yolo Counties.
Area 4: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado[a], Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer[a], Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday [b]	Training	Other [c]	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) [d e]	Daily Overtime Hourly Rate (2 X) [d]	Saturday Overtime Hourly Rate (1 ½ X) [d f g]	Saturday Overtime Hourly Rate (2X) [d f]	Sunday/ Holiday Overtime Hourly Rate (2 X) [d h]
Carpenter (Area 1)	$67.01	$14.37	$11.55	$6.08	$1.31	$3.77	8.0	$104.09	$137.60	$171.10	$137.60	$171.10	$171.10
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold And Steel Shoring Erector (Area 1)	$67.16	$14.37	$11.55	$6.08	$1.31	$3.77	8.0	$104.24	$137.82	$171.40	$137.82	$171.40	$171.40
Carpenter (Area 2)	$61.13	$14.37	$11.55	$6.08	$1.31	$3.77	8.0	$98.21	$128.78	$159.34	$128.78	$159.34	$159.34

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday [b]	Training	Other [c]	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) [d e]	Daily Overtime Hourly Rate (2 X) [d]	Saturday Overtime Hourly Rate (1 ½ X) [d f g]	Saturday Overtime Hourly Rate (2X) [d f]	Sunday/ Holiday Overtime Hourly Rate (2 X) [d h]
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold And Steel Shoring Erector (Area 2)	$61.28	$14.37	$11.55	$6.08	$1.31	$3.77	8.0	$98.36	$129.00	$159.64	$129.00	$159.64	$159.64
Carpenter (Area 3)	$61.13	$14.37	$11.55	$6.08	$1.31	$3.77	8.0	$98.21	$128.78	$159.34	$128.78	$159.34	$159.34
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold And Steel Shoring Erector (Area 3)	$61.28	$14.37	$11.55	$6.08	$1.31	$3.77	8.0	$98.36	$129.00	$159.64	$129.00	$159.64	$159.64
Carpenter (Area 4)	$59.78	$14.37	$11.55	$6.08	$1.31	$3.77	8.0	$96.86	$126.75	$156.64	$126.75	$156.64	$156.64
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold And Steel Shoring Erector (Area 4)	$59.93	$14.37	$11.55	$6.08	$1.31	$3.77	8.0	$97.01	$126.98	$156.94	$126.98	$156.94	$156.94

Wages and Employer Payments (2nd Shift[i]):

Classification (Journeyperson) (2nd Shift)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday [b]	Training	Other [c]	Hours [j]	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) [d k]	Daily Overtime Hourly Rate (2 X) [d]	Saturday Overtime Hourly Rate (1 ½ X) [d f g]	Saturday Overtime Hourly Rate (2X) [d f]	Sunday/ Holiday Overtime Hourly Rate (2 X) [d h]
Carpenter (Area 1)	$71.48	$14.37	$11.55	$6.08	$1.31	$3.77	7.5	$108.56	$137.60	$171.10	$137.60	$171.10	$171.10
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold And Steel Shoring Erector (Area 1)	$71.64	$14.37	$11.55	$6.08	$1.31	$3.77	7.5	$108.72	$137.82	$171.40	$137.82	$171.40	$171.40
Carpenter (Area 2)	$65.21	$14.37	$11.55	$6.08	$1.31	$3.77	7.5	$102.29	$128.78	$159.34	$128.78	$159.34	$159.34
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold And Steel Shoring Erector (Area 2)	$65.37	$14.37	$11.55	$6.08	$1.31	$3.77	7.5	$102.45	$129.00	$159.64	$129.00	$159.64	$159.64
Carpenter (Area 3)	$65.21	$14.37	$11.55	$6.08	$1.31	$3.77	7.5	$102.29	$128.78	$159.34	$128.78	$159.34	$159.34
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold And Steel Shoring Erector (Area 3)	$65.37	$14.37	$11.55	$6.08	$1.31	$3.77	7.5	$102.45	$129.00	$159.64	$129.00	$159.64	$159.64

Classification (Journeyperson) (2nd Shift)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday [b]	Training	Other [c]	Hours [j]	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) [d k]	Daily Overtime Hourly Rate (2 X) [d]	Saturday Overtime Hourly Rate (1 ½ X) [d f g]	Saturday Overtime Hourly Rate (2X) [d f]	Sunday/ Holiday Overtime Hourly Rate (2 X) [d h]
Carpenter (Area 4)	$63.77	$14.37	$11.55	$6.08	$1.31	$3.77	7.5	$100.85	$126.75	$156.64	$126.75	$156.64	$156.64
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold And Steel Shoring Erector (Area 4)	$63.93	$14.37	$11.55	$6.08	$1.31	$3.77	7.5	$101.01	$126.98	$156.94	$126.98	$156.94	$156.94

Wages and Employer Payments (3rd Shift[i]):

Classification (Journeyperson) (3rd Shift)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday [b]	Training	Other [c]	Hours [j]	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) [d k]	Daily Overtime Hourly Rate (2 X) [d]	Saturday Overtime Hourly Rate (1 ½ X) [d f g]	Saturday Overtime Hourly Rate (2X) [d f]	Sunday/ Holiday Overtime Hourly Rate (2 X) [d h]
Carpenter (Area 1)	$76.58	$14.37	$11.55	$6.08	$1.31	$3.77	7.0	$113.66	$137.60	$171.10	$137.60	$171.10	$171.10
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold And Steel Shoring Erector (Area 1)	$76.75	$14.37	$11.55	$6.08	$1.31	$3.77	7.0	$113.83	$137.82	$171.40	$137.82	$171.40	$171.40
Carpenter (Area 2)	$69.86	$14.37	$11.55	$6.08	$1.31	$3.77	7.0	$106.94	$128.78	$159.34	$128.78	$159.34	$159.34

Classification (Journeyperson) (3rd Shift)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday [b]	Training	Other [c]	Hours [j]	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) [d k]	Daily Overtime Hourly Rate (2 X) [d]	Saturday Overtime Hourly Rate (1 ½ X) [d f g]	Saturday Overtime Hourly Rate (2X) [d f]	Sunday/ Holiday Overtime Hourly Rate (2 X) [d h]
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold And Steel Shoring Erector (Area 2)	$70.03	$14.37	$11.55	$6.08	$1.31	$3.77	7.0	$107.11	$129.00	$159.64	$129.00	$159.64	$159.64
Carpenter (Area 3)	$69.86	$14.37	$11.55	$6.08	$1.31	$3.77	7.0	$106.94	$128.78	$159.34	$128.78	$159.34	$159.34
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold And Steel Shoring Erector (Area 3)	$70.03	$14.37	$11.55	$6.08	$1.31	$3.77	7.0	$107.11	$129.00	$159.64	$129.00	$159.64	$159.64
Carpenter (Area 4)	$68.32	$14.37	$11.55	$6.08	$1.31	$3.77	7.0	$105.40	$126.75	$156.64	$126.75	$156.64	$156.64
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold And Steel Shoring Erector (Area 4)	$68.49	$14.37	$11.55	$6.08	$1.31	$3.77	7.0	$105.57	$126.98	$156.94	$126.98	$156.94	$156.94

Determination:
NC-23-31-1-2025-1A

Issue Date:
August 22, 2025

Expiration date of determination:
June 30, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:
All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday [b]	Training	Other [c]	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) [d e]	Daily Overtime Hourly Rate (2 X) [d]	Saturday Overtime Hourly Rate (1 ½ X) [d f g]	Saturday Overtime Hourly Rate (2X) [d f]	Sunday / Holiday Overtime Hourly Rate (2 X) [d h]
Bridge Builder/ Highway Carpenter	$67.01	$14.37	$11.55	$6.08	$1.31	$3.77	8.0	$104.09	$137.60	$171.10	$137.60	$171.10	$171.10
Bridge Builder/ Highway Carpenter (Special Single Shift)	$75.39	$14.37	$11.55	$6.08	$1.31	$3.77	8.0	$112.47	$137.60	$171.10	$137.60	$171.10	$171.10

Wages and Employer Payments (2nd Shift[i]):

Classification (Journeyperson) (2nd Shift)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday [b]	Training	Other [c]	Hours [j]	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) [dk]	Daily Overtime Hourly Rate (2 X) [d]	Saturday Overtime Hourly Rate (1 ½ X) [dfg]	Saturday Overtime Hourly Rate (2X) [df]	Sunday/ Holiday Overtime Hourly Rate (2 X) [dh]
Bridge Builder/Highway Carpenter	$71.48	$14.37	$11.55	$6.08	$1.31	$3.77	7.5	$108.56	$137.60	$171.10	$137.60	$171.10	$171.10

Wages and Employer Payments (3rd Shift[i]):

Classification (Journeyperson) (3rd Shift)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday [b]	Training	Other [c]	Hours [j]	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) [dk]	Daily Overtime Hourly Rate (2 X) [d]	Saturday Overtime Hourly Rate (1 ½ X) [dfg]	Saturday Overtime Hourly Rate (2X) [df]	Sunday/ Holiday Overtime Hourly Rate (2 X) [dh]
Bridge Builder/Highway Carpenter	$76.58	$14.37	$11.55	$6.08	$1.31	$3.77	7.0	$113.66	$137.60	$171.10	$137.60	$171.10	$171.10

Determination:
NC-23-31-1-2025-1B

Issue Date:
August 22, 2025

Expiration date of determination:
June 30, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:
Area 1: All localities within Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.
Area 2: All localities within Monterey, San Benito, and Santa Cruz Counties.
Area 3: All localities within El Dorado[a], Placer[a], Sacramento, San Joaquin and Yolo Counties.
Area 4: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado[a], Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer[a], Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday [b]	Training	Other [i]	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) [d e]	Daily Overtime Hourly Rate (2 X) [d]	Saturday Overtime Hourly Rate (1 ½ X) [d f g]	Saturday Overtime Hourly Rate (2X) [d f]	Sunday / Holiday Overtime Hourly Rate (2 X) [d h]
Millwright (Area 1)	$67.11	$14.37	$11.55	$6.17	$1.31	$5.28	8.0	$105.79	$139.35	$172.90	$139.35	$172.90	$172.90
Millwright (Area 2)	$63.63	$14.37	$11.55	$6.17	$1.31	$5.28	8.0	$102.31	$134.13	$165.94	$134.13	$165.94	$165.94
Millwright (Area 3)	$63.63	$14.37	$11.55	$6.17	$1.31	$5.28	8.0	$102.31	$134.13	$165.94	$134.13	$165.94	$165.94
Millwright (Area 4)	$62.28	$14.37	$11.55	$6.17	$1.31	$5.28	8.0	$100.96	$132.10	$163.24	$132.10	$163.24	$163.24

Wages and Employer Payments (2nd Shift[i]):

Classification (Journeyperson) (2nd Shift)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday [b]	Training	Other [i]	Hours [j]	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) [d k]	Daily Overtime Hourly Rate (2 X) [d]	Saturday Overtime Hourly Rate (1 ½ X) [d f g]	Saturday Overtime Hourly Rate (2X) [d f]	Sunday/ Holiday Overtime Hourly Rate (2 X) [d h]
Millwright (Area 1)	$71.58	$14.37	$11.55	$6.17	$1.31	$5.28	7.5	$110.26	$139.35	$172.90	$139.35	$172.90	$172.90
Millwright (Area 2)	$67.87	$14.37	$11.55	$6.17	$1.31	$5.28	7.5	$106.55	$134.13	$165.94	$134.13	$165.94	$165.94
Millwright (Area 3)	$67.87	$14.37	$11.55	$6.17	$1.31	$5.28	7.5	$106.55	$134.13	$165.94	$134.13	$165.94	$165.94
Millwright (Area 4)	$66.43	$14.37	$11.55	$6.17	$1.31	$5.28	7.5	$105.11	$132.10	$163.24	$132.10	$163.24	$163.24

Wages and Employer Payments (3rd Shift[i]):

Classification (Journeyperson) (3rd Shift)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday [b]	Training	Other [l]	Hours [j]	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) [d k]	Daily Overtime Hourly Rate (2 X) [d]	Saturday Overtime Hourly Rate (1 ½ X) [d f g]	Saturday Overtime Hourly Rate (2X) [d f]	Sunday/ Holiday Overtime Hourly Rate (2 X) [d h]
Millwright (Area 1)	$76.70	$14.37	$11.55	$6.17	$1.31	$5.28	7.0	$115.38	$139.35	$172.90	$139.35	$172.90	$172.90
Millwright (Area 2)	$72.72	$14.37	$11.55	$6.17	$1.31	$5.28	7.0	$111.40	$134.13	$165.94	$134.13	$165.94	$165.94
Millwright (Area 3)	$72.72	$14.37	$11.55	$6.17	$1.31	$5.28	7.0	$111.40	$134.13	$165.94	$134.13	$165.94	$165.94
Millwright (Area 4)	$71.18	$14.37	$11.55	$6.17	$1.31	$5.28	7.0	$109.86	$132.10	$163.24	$132.10	$163.24	$163.24

Recognized holidays:
Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Prevailing Wage Apprentice Determinations Website (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).

[a] Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

[b] Includes an amount per hour worked for Work Fees. The Vacation amount is $3.43 per hour worked for Carpenter; $3.33 per hour worked for Millwright.

[c] Includes Annuity Trust Fund, Industry Promotion, Carpenters International Training Fund, Work Preservation, Carpenter Employers Contract Administration, and Vacation/Holiday/Sick Leave Admin.

[d] The overtime rates for shift work are based on the non-shift overtime rates.

[e] For building construction, rate applies to the first 4 hours daily overtime. For all heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.

[f] In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.
[g] Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.
[h] Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.
[i] Does not apply to tenant improvement or renovation projects in occupied buildings with a total contract value of $5 million or less.
[j] Daily overtime applies after 7 ½ hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift.
[k] For building construction, rate applies to the first 2 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day. For heavy, highway and engineering construction rate applies to the first 4 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day
[l] Millwright Annuity Trust Fund, Industry Promotion, Carpenters International Training Fund, Work Preservation, and Vacation/Holiday/Sick Leave Admin.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE
DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: LABORER AND RELATED CLASSIFICATIONS#

Determination:
NC-23-102-1-2025-1

Issue Date:
August 22, 2025

Expiration date of determination:
June 28, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:
All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, And Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (AREA 1):

Classification[a] (Journeyperson)	Basic Hourly Rate[b]	Hours[c]	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate[d]	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	$39.85	8	$71.01	$90.94	$110.86
Group 1; Group 1(B)[e]	$39.15	8	$70.31	$89.89	$109.46
Group 1 (A)	$39.37	8	$70.53	$90.22	$109.90
Group 1 (C)	$39.20	8	$70.36	$89.96	$109.56
Group 1 (E)	$39.70	8	$70.86	$90.71	$110.56
Group 1 (G)	$39.35	8	$70.51	$90.19	$109.86
Group 2	$39.00	8	$70.16	$89.66	$109.16
Group 3; Group 3 (A)	$38.90	8	$70.06	$89.51	$108.96
Group 4; Group 6 (B)	$32.59	8	$63.75	$80.05	$96.34
Group 6	$40.11	8	$71.27	$91.33	$111.38
Group 6 (A)	$39.61	8	$70.77	$90.58	$110.38
Group 6 (C)	$39.02	8	$70.18	$89.69	$109.20
Group 6 (D)	$39.73	8	$70.89	$90.76	$110.62
Group 6 (E)	$38.75	8	$69.91	$89.29	$108.66
Group 7 – Stage 1 (1st 6 months)	$27.23	8	$58.39	$72.01	$85.62
Group 7 – Stage 2 (2nd 6 months)	$31.12	8	$62.28	$77.84	$93.40
Group 7 – Stage 3 (3rd 6 months)	$35.01	8	$66.17	$83.68	$101.18

WAGE RATES AND TOTAL HOURLY RATES (AREA 2):

Classification[a] (Journeyperson)	Basic Hourly Rate[b]	Hours[c]	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate[d]	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	$38.85	8	$70.01	$89.44	$108.86
Group 1; Group 1(B)[e]	$38.15	8	$69.31	$88.39	$107.46
Group 1 (A)	$38.37	8	$69.53	$88.72	$107.90
Group 1 (C)	$38.20	8	$69.36	$88.46	$107.56
Group 1 (E)	$38.70	8	$69.86	$89.21	$108.56
Group 2	$38.00	8	$69.16	$88.16	$107.16
Group 3; Group 3 (A)	$37.90	8	$69.06	$88.01	$106.96
Group 4; Group 6 (B)	$31.59	8	$62.75	$78.55	$94.34
Group 6	$39.11	8	$70.27	$89.83	$109.38
Group 6 (A)	$38.61	8	$69.77	$89.08	$108.38
Group 6 (C)	$38.02	8	$69.18	$88.19	$107.20
Group 6 (D)	$38.73	8	$69.89	$89.26	$108.62
Group 6 (E)	$37.75	8	$68.91	$87.79	$106.66
Group 7 – Stage 1 (1st 6 months)	$26.53	8	$57.69	$70.96	$84.22
Group 7 – Stage 2 (2nd 6 months)	$30.32	8	$61.48	$76.64	$91.80
Group 7 – Stage 3 (3rd 6 months)	$34.11	8	$65.27	$82.33	$99.38

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	$11.10
Pension	$15.31
Vacation and Holiday	$3.91
Training	$0.52
Other	$0.32

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE
DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)#

Determination:
NC-23-102-1-2025-1A

Issue Date:
August 22, 2025

Expiration date of determination:
June 28, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:
All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, And Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (AREA 1):

Classification[a] (Journeyperson)	Basic Hourly Rate[b]	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate[d]	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	$42.85	8	$74.01	$95.44	$116.86
Group 1; Group 1(B)[e]	$42.15	8	$73.31	$94.39	$115.46
Group 1 (A)	$42.37	8	$73.53	$94.72	$115.90
Group 1 (C)	$42.20	8	$73.36	$94.46	$115.56
Group 1 (E)	$42.70	8	$73.86	$95.21	$116.56
Group 1 (G)	$42.35	8	$73.51	$94.69	$115.86
Group 2	$42.00	8	$73.16	$94.16	$115.16
Group 3; Group 3 (A)	$41.90	8	$73.06	$94.01	$114.96
Group 4; Group 6 (B)	$35.59	8	$66.75	$84.55	$102.34
Group 6	$43.11	8	$74.27	$95.83	$117.38
Group 6 (A)	$42.61	8	$73.77	$95.08	$116.38
Group 6 (C)	$42.02	8	$73.18	$94.19	$115.20
Group 6 (D)	$42.73	8	$73.89	$95.26	$116.62
Group 6 (E)	$41.75	8	$72.91	$93.79	$114.66
Group 7 – Stage 1 (1st 6 months)	$30.23	8	$61.39	$76.51	$91.62
Group 7 – Stage 2 (2nd 6 months)	$34.12	8	$65.28	$82.34	$99.40
Group 7 – Stage 3 (3rd 6 months)	$38.01	8	$69.17	$88.18	$107.18

WAGE RATES AND TOTAL HOURLY RATES (AREA 2):

Classification[a] (Journeyperson) Group	Basic Hourly Rate[b]	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate[d]	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	$41.85	8	$73.01	$93.94	$114.86
Group 1; Group 1(B)[e]	$41.15	8	$72.31	$92.89	$113.46
Group 1 (A)	$41.37	8	$72.53	$93.22	$113.90
Group 1 (C)	$41.20	8	$72.36	$92.96	$113.56
Group 1 (E)	$41.70	8	$72.86	$93.71	$114.56
Group 2	$41.00	8	$72.16	$92.66	$113.16
Group 3; Group 3 (A)	$40.90	8	$72.06	$92.51	$112.96
Group 4; Group 6 (B)	$34.59	8	$65.75	$83.05	$100.34
Group 6	$42.11	8	$73.27	$94.33	$115.38
Group 6 (A)	$41.61	8	$72.77	$93.58	$114.38
Group 6 (C)	$41.02	8	$72.18	$92.69	$113.20
Group 6 (D)	$41.73	8	$72.89	$93.76	$114.62
Group 6 (E)	$40.75	8	$71.91	$92.29	$112.66
Group 7 – Stage 1 (1st 6 months)	$29.53	8	$60.69	$75.46	$90.22
Group 7 – Stage 2 (2nd 6 months)	$33.32	8	$64.48	$81.14	$97.80
Group 7 – Stage 3 (3rd 6 months)	$37.11	8	$68.27	$86.83	$105.38

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	$11.10
Pension	$15.31
Vacation and Holiday	$3.91
Training	$0.52
Other	$0.32

CLASSIFICATIONS

Construction Specialist

ASPHALT IRONERS AND RAKERS
CHAINSAW
CONCRETE DIAMOND CHAINSAW
LASER BEAM IN CONNECTION WITH LABORER'S WORK
MASONRY AND PLASTER TENDER
MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
CAST IN PLACE MANHOLE FORM SETTERS
PRESSURE PIPELAYERS
DAVIS TRENCHER – 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)
STATE LICENSED BLASTERS AS DESIGNATED
DIAMOND DRILLERS
DIAMOND CORE DRILLER
MULTIPLE UNIT DRILLS
HIGH SCALERS (INCLUDING DRILLING OF SAME)
HYDRAULIC DRILLS
CERTIFIED WELDER

GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)
ASPHALT SPREADER BOXES (ALL TYPES)
BARKO, WACKER AND SIMILAR TYPE TAMPERS
BIOHAZARD CLEANUP WORKER
BUGGYMOBILE
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS
CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER
CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)
COMPACTORS OF ALL TYPES
CONCRETE AND MAGNESITE MIXER AND ½ YARD
CONCRETE PAN WORK
CONCRETE SANDERS, CONCRETE SAW
CRIBBERS AND/OR SHORING
CUT GRANITE CURB SETTER
DRI PAK-IT MACHINE
FALLER, LOGLOADER AND BUCKER
FORM RAISERS, SLIP FORMS
GREEN CUTTERS
HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)
HYDRO SEEDER AND SIMILAR TYPE
JACKHAMMER OPERATORS
JACKING OF PIPE OVER 12 INCHES
JACKSON AND SIMILAR TYPE COMPACTORS
KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR HANDLING OF SUCH MATERIALS)
LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER
MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY)
NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS
PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER
PERMA CURBS
PRECAST-MANHOLE SETTERS
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)
PRESSURE PIPE TESTER
POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS
POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 2
RAM SET GUN AND STUD GUN
RIPRAP-STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE
ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER
ROTO AND DITCH WITCH
ROTOTILLER
SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN
SIGNALING AND RIGGING
SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)
TANK CLEANERS
TREE CLIMBERS
TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR SIMILAR
TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER, CCTV
TURBO BLASTER
VIBRA-SCREED-BULL FLOAT IN CONNECTION

WITH LABORER'S WORK
VIBRATORS

GROUP 1 (A)
ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING
JOY DRILL MODEL TWM-2A
GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS
TRACK DRILLERS
JACK LEG DRILLERS
WAGON DRILLERS
MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
BLASTERS AND POWDERMAN
TREE TOPPER
BIT GRINDER

GROUP 1 (B) -- SEE GROUP 1 RATES
SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE $4.00 PER DAY ABOV GROUP 1 WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

GROUP 1 (C)
BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

GROUP 1 (D)
SEE FOOTNOTE A ON PAGE 8

GROUP 1 (E)
WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH)
SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING), CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYER, PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS, PRECAST MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS IN CONTRA COSTA COUNTY ONLY

GROUP 1(H)
SEE FOOTNOTE A ON PAGE 8

GROUP 2
ASPHALT SHOVELERS
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM
CHOKE-SETTER AND RIGGER (CLEARING WORK)
CONCRETE BUCKET DUMPER AND CHUTEMAN
CONCRETE CHIPPING AND GRINDING
CONCRETE LABORERS (WET OR DRY)
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.)
GUINEA CHASER (STAKEMAN), GROUT CREW
HIGH PRESSURE NOZZLEMAN, ADDUCTORS
HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)
LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION
PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS
SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) – SEE ALSO SKILLED WRECKER (GROUP 1)
SLOPER
SINGLEFOOT, HAND HELD, PNEUMATIC TAMPER
ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1 (F)
JACKING OF PIPE-UNDER 12 INCHES

GROUP 3
CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND CLEANUP LABORERS
DEMOLITION WORKER
DUMPMAN, LOAD SPOTTER
FLAGPERSON/PEDESTRIAN MONITOR
FIRE WATCHER
FENCE ERECTORS, INCLUDING TEMPORARY FENCING
GUARDRAIL ERECTORS
GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)
JETTING
LIMBERS, BRUSH LOADERS, AND PILERS
PAVEMENT MARKERS (BUTTON SETTERS)
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVER MACHINES
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR
TOOL ROOM ATTENDANT (JOBSITE ONLY)
TREE REMOVAL
WHEELBARROW, INCLUDING POWER DRIVEN

GROUP 3 (A) -- SEE GROUP 3 RATES
COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

GROUP 4
ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)
CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION
BRICK CLEANERS (JOB SITE ONLY)
MATERIAL CLEANERS (JOB SITE ONLY)

NOTE: AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED IN THE NORTHERN CALIFORNIA LANDSCAPE MAINTENANCE LABORER DETERMINATION.

GROUP 6
STRUCTURAL NOZZLEMAN

GROUP 6 (A)
NOZZLEMAN (INCLUDING GUNMAN, POTMAN)
RODMAN
GROUNDMAN

GROUP 6 (B) -- SEE GROUP 4 RATES GUNITE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINEE RECEIVES THE JOURNEYMAN SCALE.).
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

GROUP 6 (C)
REBOUNDMAN

GROUP 6 (D)
ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 6 (E)
ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 7
ENTRY LEVEL LANDSCAPE LABORER (RATIO FOR ENTRY LEVEL IS ONE IN THREE. AT LEAST ONE SECOND PERIOD ENTRY LEVEL AND AT LEAST ONE THIRD PERIOD ENTRY LEVEL MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE).
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE

Recognized holidays:
Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Prevailing Wage Apprentice Determinations Website (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).

[a] GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE $0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE $0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

[b] ZONE PAY AT THREE DOLLARS ($3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

[c] WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

[d] RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS WORKED ON MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

[e] GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 6 FOR DETAILS

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

FOR LANDSCAPE CONSTRUCTION PROJECTS

CRAFT: OPERATING ENGINEER#

Determination:
NC-63-3-75-2025-1

Issue Date:
August 22, 2025

Expiration date of determination:
June 30, 2026* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:
All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties

AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne Counties (Portions of counties falling in each area detailed in the Operating Engineer (Heavy and Highway Work) determination).

Wages and Employer Payments (Area 1):

Classification[a] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[b]	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1½ X)	Saturday Overtime Hourly Rate (1½ X)[c]	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group I	$55.85	$13.38	$10.85	$4.59	$1.38	$1.42	8	$87.47	$115.395	$115.395	$143.32
Group II	$52.25	$13.38	$10.85	$4.59	$1.38	$1.42	8	$83.87	$109.995	$109.995	$136.12
Group III	$47.64	$13.38	$10.85	$4.59	$1.38	$1.42	8	$79.26	$103.08	$103.08	$126.90
Group IV	$44.93	$13.38	$10.85	$4.59	$1.38	$1.42	8	$76.55	$99.015	$99.015	$121.48

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne Counties (Portions of counties falling in each area detailed in the Operating Engineer (Heavy and Highway Work) determination).

Wages and Employer Payments (Area 2):

Classification[a] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[b]	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1½ X)	Saturday Overtime Hourly Rate (1½ X)[c]	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group I	$57.85	$13.38	$10.85	$4.59	$1.38	$1.42	8	$89.47	$118.395	$118.395	$147.32
Group II	$54.25	$13.38	$10.85	$4.59	$1.38	$1.42	8	$85.87	$112.995	$112.995	$140.12
Group III	$49.64	$13.38	$10.85	$4.59	$1.38	$1.42	8	$81.26	$106.08	$106.08	$130.90
Group IV	$46.93	$13.38	$10.85	$4.59	$1.38	$1.42	8	$78.55	$102.015	$102.015	$125.48

Recognized holidays
Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

FOR LANDSCAPE CONSTRUCTION PROJECTS

CRAFT: OPERATING ENGINEER#
(SPECIAL SINGLE AND SECOND SHIFT)

Determination:
NC-63-3-75-2025-1

Issue Date:
August 22, 2025

Expiration date of determination:
June 30, 2026* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:
All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne Counties (Portions of counties falling in each area detailed in the Operating Engineer (Heavy and Highway Work) determination).

Wages and Employer Payments (Area 1):

Classification[a] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[b]	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1½ X)	Saturday Overtime Hourly Rate (1½ X)[c]	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group I	$61.85	$13.38	$10.85	$4.59	$1.38	$1.42	8	$93.47	$124.395	$124.395	$155.32
Group II	$58.25	$13.38	$10.85	$4.59	$1.38	$1.42	8	$89.87	$118.995	$118.995	$148.12
Group III	$53.64	$13.38	$10.85	$4.59	$1.38	$1.42	8	$85.26	$112.08	$112.08	$138.90
Group IV	$50.93	$13.38	$10.85	$4.59	$1.38	$1.42	8	$82.55	$108.015	$108.015	$133.48

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne Counties (Portions of counties falling in each area detailed in the Operating Engineer (Heavy and Highway Work) determination).

Wages and Employer Payments (Area 2):

Classification[a] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[b]	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1½ X)	Saturday Overtime Hourly Rate (1½ X)[c]	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 1	$63.85	$13.38	$10.85	$4.59	$1.38	$1.42	8	$95.47	$127.395	$127.395	$159.32
Group 2	$60.25	$13.38	$10.85	$4.59	$1.38	$1.42	8	$91.87	$121.995	$121.995	$152.12
Group 3	$55.64	$13.38	$10.85	$4.59	$1.38	$1.42	8	$87.26	$115.08	$115.08	$142.90
Group 4	$52.93	$13.38	$10.85	$4.59	$1.38	$1.42	8	$84.55	$111.015	$111.015	$137.48

Recognized holidays
Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS:

Group I
Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

Group II
Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.
A-Frame and Winch Truck
Backhoe
Forklift (Jobsite)
HDR Welder - Landscape - Operating Engineer's Equipment
Hydro Seeder Machine
Roller
Rubber-Tired and Track Earthmoving Equipment
Skiploader
Straw Blowers
Trencher - 35 Horsepower up to 65 Horsepower

Group III
Landscape Utility Operator
Small Rubber-Tired Tractor
Trencher - Under 35 Horsepower

Group IV
Assistant Landscape Utility Operator Oiler

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Prevailing Wage Apprentice Determinations Website (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).
[a] For classifications within each group, see Page 5.
[b] Includes an amount for Supplemental Dues.
[c] Saturday in the same workweek may be worked at straight-time if a job is shut down during the normal workweek due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer.

OAKLAND UNIFIED SCHOOL DISTRICT
EMERSON ES SITE IMPROVEMENTS
PROJ # 24168
PCO#003 REMOVE SOIL, INSTALL BASE COURSE & DG

To: M. ANOUS/PM
From: Emil Vinuya, PE/Chief Cost Estimator
Date: 11-Feb-26

General Comments:

1 GENERAL CONTRACTOR: NG BUILDERS

Cost of DG Gravel did not match those indicated in the Invoice, or missing back-ups.

There was an error in the overall total of Equipment Cost.

2	**GENERAL CONTRACTOR's COST PROPOSALS**	**$ 65,316.44**
	ESTIMATED CONSTRUCTION COST FOR PCO#003	**$ 61,538.10**

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
EMERSON ES SITE IMPROVEMENTS
Oakland, CA

Project Number: 24168
Date: 11-Feb-26

Decription : **PCO#1**
REMOVE SOIL, INSTALL BASE COURSE & DG

Reference Drawing: **Cost Proposal dated 08/22/2023**
GEN CONTRACTOR: **NG BUILDERS**

NATIVE SOIL

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ 30,038.28	$ 9,702.48	$ 12,979.82		$ 52,720.58
4					
5					
6					
7					
8					
9	$ 30,038.28	+ $ 9,702.48	+ $ 12,979.82	=	$ 52,720.58
10					

11	**Expenses:**			
12	Material Sales Tax.....	10.25%	of Total Material:	Incl.
13	Rental Sales Tax.....	10.25%	of Total Rental:	Incl.
14				
15			**Subtotal - Line 7 thru 12:**	**$ 52,720.58**
16				
17	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	$ 7,908.09
18	*(Overhead, Bond & Insurance Premiums & Profit)			
19				
20			**Subtotal - Line 13 thru 19:**	**$ 60,628.67**
21				
22			**Subcontractor's Cost - None**	$ -
23			**TOTAL - Subcontractor's Cost**	$ -
24				
25	General Contractor OH&P on Sub Cost:	5.00% *		$ -
26			**SUBTOTAL**	**$ 60,628.67**
27	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			
28	Subcontractor Bond & ins.:		1.50%	$ 909.43
29			**SUBTOTAL**	**$ 61,538.10**
30				
31			**TOTAL PROBABLE CONSTRUCTION COST - NGBUILDERS**	**$ 61,538.10**

Detailed Estimate

EMERSON ES SITE IMPROVEMENTS — Date: #REF!

No.	PCO#003	No. of Units	Per	M.H. Per Unit	LABOR COST M. H. Total	Cost Per M. H.	Total Cost	MATERIAL COST Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		**NGBUILDERS**									
Project Description:		**REMOVE SOIL, INSTALL BASE COURSE & DG**									
1	**SCOPE OF WORK:**										
2	Additional asphalt removal & disposal	2512.00	SF								
3											
4	**MATERIALS:**										
5	DG gravel	24.67	CY	0.00	0.00			$ 148.44	$ 3,662.07		
	Soil & Stone Inv # C1322572 DG gravel hardener	16.00	EA	0.00	0.00			$ 100.83	$ 1,613.33		
	Soil & Stone Inv # C1322572 DG gravel boarder	1.00	EA						$ 466.52		
	Rebar	1.00	EA						$ 423.46		
	Concrete	1.00	EA						$ 2,990.00		
	Form boards	1.00	EA						$ 349.46		
	Line cap	1.00	EA						$ 197.64		
6											
7	**LABOR:**										
7	Equipment Operator/FM	1.00	EA	120.00	120.00	$ 104.09	$ 12,490.80				
8	Equipment Operator/JM	1.00	EA	64.00	84.00	$ 87.47	$ 7,347.48				
9	Laborer/JM	1.00	EA	120.00	160.00	$ 63.75	$ 10,200.00				
10	Supervisor	1.00	EA	40.00	40.00	$ 114.49		OH			
11											
12											
13											
14	**EQUIPMENT:**										
15	Dumpster	1.00	EA	40.00	40.00					$ 147.15	$ 5,886.00
16	Electric Concrete Saw	1.00	EA	24.00	24.00					$ 29.50	$ 708.00
17	Skid Steer Loader	1.00	EA	64.00	64.00					$ 44.38	$ 2,840.00
18	Combo Breaker	1.00	EA	32.00	32.00					$ 19.88	$ 636.00
19	Mini Excavator	1.00	EA	40.00	40.00					$ 41.63	$ 1,665.00
20	Demo Hammer	1.00	EA	40.00	40.00					$ 19.38	$ 775.00
21	Environmental Service Charge	1.00	EA	0.00	0.00					$ 24.82	$ 24.82
22	Delivery Charge	1.00	EA	0.00	0.00					$ 222.50	$ 222.50
23	Delivery Charge	1.00	EA	0.00	0.00					$ 222.50	$ 222.50
24											
25											
26	**SHEET TOTALS**				284.00	$ 105.77	$30,038.28		$ 9,702.48		$ 12,980

CHANGE ORDER REQUEST (Proposed Change Order)

No. 4

PROJECT: Emerson Site Improvement Project
Emerson Elementary School

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: **N G BUILDERS**
3100 Button Ave, Suite #223
Santa Rosa, CA 95407

DATE: MARCH 25, 2026

DSA FILE NO.: **N/A**
DSA APP NO.: **N/A**
OUSD PROJECT #: 24168
PROJECT MANAGER: Muhand Amous

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated **documents):**
This change order includes costs associated with several field adjustments.

In the TK-K play structure area, the original plans identified the space as a nature area. However, at OUSD's direction, the plans were revised to accommodate a new play structure within this area. As a result, additional asphalt demolition was required beyond the original scope. To meet the required maximum 2% slope for accessibility, additional base rock was furnished, placed, and compacted to achieve the necessary elevations.

Additionally, at OUSD's direction, an existing brick planter retaining wall in the garden area was removed and disposed of to accommodate the updated layout.

These adjustments were performed on a time and material (T&M) basis and are documented under T&M tags dated 11/06/2025, 11/08/2025, 11/14/2025, and 11/15/2025.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $13,122.78
- If Contractor requests payment from an allowance, please indicate which allowance:

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):
___x Unforeseen Conditions
____ Direction by Government Agency
___x Owner Requested
____ Design Omission
____ Design Error
____ Other: _____

* * * * * * * * * * * *

CERTIFICATION

I, Nicholas Gutierrez, declare the following:

N G Builders has contracted with Oakland Unified School District for the Emerson Site Improvement Contract ("Contract"). N G Builders authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for Oakland Unified School District regarding this Contract (such COR or AER entitled MISCELLANEOUS ADDITIONAL WORK), and requesting $13,122.78 and/or 0 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at N G Builders regarding this COR or AER.

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

The attached COR or AER 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 or AER, 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 N G Builders.

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for N G Builders) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER 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 March 25, 2026, at Oakland, California.

[signature]

Nick Gutierrez *[name of declarant]*

319-661/7106498.1

Next Generation Of Builders

License # 1078311
3100 Dutton Ave Suite 223
Santa Rosa CA, 95407

DAILY WORK AUTHORIZATION

11/15/25	Emerson ES	4803 Laton Ave Oakland CA 94609
COMPLETE YES ☒ NO ☐		INCOMPLETE YES ☐ NO ☒

DESCRIPTON

HOURS	16 Hours
LOCATION	4803 Lawton Ave Oakland CA 94609
WORK DESCRIPTION	Install baserock to raise elevations compact in 4 inch lifts

LABOR

NAME	CRAFT	HOURS			RATE			AMOUNT		
		S.T.	T+1/2	D/T	S.T.	T+1/2	D/T	S.T.	T+1/2	D/T
Joey			8			$131		-	1,049.6	-
John			8			$105			840.72	-
								-	-	$1,890

MATERIAL

QTY	Desciprtion	UNIT PRICE	EXTENSION	QTY	Desciprtion	UNIT PRICE	EXTENSION
1	Base rock	$160.59					
					SUBTOTAL		
					9.75% SALES TAX		
	CONTINUED				TOTAL MATERIAL		$321.18

EQUIPMENT

QTY	DESCRTIPTION	HOURS	RATE	Total
	Truck	8	$20	$160
	Power Tools	8	$10	$80
	Hand Tool	8	$5	$40.00
			TOTAL EQUIPMENT	280.00

SUMMARY

LABOR	$1,890.32
MATERIAL	$160.59
EQUIPMENT	$280.00
SUBTOTAL	$2,330.91
15% MARK	$349.63
TOTAL	$2,680.54

NGB COMPANY SIGNATURE DATE

Next Generation Of Builders

License # 1078311
3100 Dutton Ave Suite 223
Santa Rosa CA, 95407

DAILY WORK AUTHORIZATION

11/14/25	Emerson ES	4803 Laton Ave Oakland CA 94609
COMPLETE YES ☰ NO ☐		INCOMPLETE YES ☐ NO ☐

DESCRIPTON

HOURS	8Hours
LOCATION	4803 Lawton Ave Oakland CA 94609
WORK DESCRIPTION	install and grade base rock to proper elevations for play matting compact in lifts

LABOR

NAME	CRAFT	HOURS			RATE			AMOUNT		
		S.T.	T+1/2	D/T	S.T.	T+1/2	D/T	S.T.	T+1/2	D/T
Daniel		4			$104			416.36	-	-
Joey		8			$87			699.76	-	-
John		8			$70			560.48	-	-
								-	-	$1,677

MATERIAL

QTY	Desciprtion	UNIT PRICE	EXTENSION	QTY	Desciprtion	UNIT PRICE	EXTENSION
2	Base rock	$160.59					
					SUBTOTAL		
					9.75% SALES TAX		
	CONTINUED				TOTAL MATERIAL		$321.18

EQUIPMENT

QTY	DESCRTIPTION	HOURS	RATE	Total
	Truck	8	$20	$160
	Power Tools	8	$10	$80
	Hand Tool	8	$5	$40.00
			TOTAL EQUIPMENT	280.00

SUMMARY

LABOR	$1,676.60
MATERIAL	$321.18
EQUIPMENT	$280.00
SUBTOTAL	$2,277.78
15% MARK	$341.66
TOTAL	$2,619.44

NGB COMPANY SIGNATURE DATE

Next Generation Of Builders

License # 1078311
3100 Dutton Ave Sulte 223
Santa Rosa CA, 95407

DAILY WORK AUTHORIZATION

11/0[illegible]/25	Emerson ES	4803 Laton Ave Oakland CA 94609
COMPLETE YES ☰ NO ☐		INCOMPLETE YES ☐ NO ☐

DESCRIPTON

HOURS	8 Hours
LOCATION	4803 Lawton Ave Oakland CA 94609
WORK DESCRIPTION	Fininsh removal of bricks from retaining wall and stock by driveway for disposal
complete excavation of barried retaining wall bricks and stock pile	
Remove additional abandon cocnrete in garden area	
load all bricks into dump truck and haul to dumps	

LABOR

NAME	CRAFT	HOURS			RATE			AMOUNT		
		S.T.	T+1/2	D/T	S.T.	T+1/2	D/T	S.T.	T+1/2	D/T
Daniel		8			$104			832.72	-	-
John									-	-
								-	-	$833

MATERIAL

QTY	Desciprtion	UNIT PRICE	EXTENSION	QTY	Desciprtion	UNIT PRICE	EXTENSION
					SUBTOTAL		
					9.75% SALES TAX		
	CONTINUED				TOTAL MATERIAL		

EQUIPMENT

QTY	DESCRTIPTION	HOURS	RATE	Total
	Truck	8	$20	$160
	Power Tools	8	$10	$80
	Hand Tool	8	$5	$40.00
			TOTAL EQUIPMENT	280.00

SUMMARY

LABOR	$832.72
MATERIAL	$0.00
EQUIPMENT	$280.00
SUBTOTAL	$1,112.72
15% MARK	$166.90
TOTAL	$1,279.62

NGB COMPANY SIGNATURE DATE

Next Generation Of Builders

License # 1078311
3100 Dutton Ave Suite 223
Santa Rosa CA, 95407

DAILY WORK AUTHORIZATION

11/06/25	Emerson ES	4803 Laton Ave Oakland CA 94609
COMPLETE YES ☒ NO ☐		INCOMPLETE YES ☐ NO ☒

DESCRIPTON

HOURS	24 Hours
LOCATION	4803 Lawton Ave Oakland CA 94609
WORK DESCRIPTION	Sawcut and remove additonal 6' of aspahlt remove and dispose. Square foor area 2,875
Backfill area aprox 7" with base rock for 6" mulch and 3" AC patch	

LABOR

NAME	CRAFT	HOURS			RATE			AMOUNT		
		S.T.	T+1/2	D/T	S.T.	T+1/2	D/T	S.T.	T+1/2	D/T
Daniel		8			$104			832.72	-	-
Joey		8			$87			699.76	-	-
John		8			$70			560.48	-	-
								-	-	$2,093

MATERIAL

QTY	Desciprtion	UNIT PRICE	EXTENSION	QTY	Desciprtion	UNIT PRICE	EXTENSION
2	10 Yard containers	$1,658.38					
					SUBTOTAL		
					9.75% SALES TAX		
	CONTINUED				TOTAL MATERIAL		$3,316.76

EQUIPMENT

QTY	DESCRTIPTION	HOURS	RATE	Total
	Truck	8	$20	$160
	Power Tools	8	$10	$80
	Hand Tool	8	$5	$40.00
			TOTAL EQUIPMENT	280.00

SUMMARY

LABOR	$2,092.96
MATERIAL	$3,316.76
EQUIPMENT	$280.00
SUBTOTAL	$5,689.72
15% MARK	$853.46
TOTAL	$6,543.18

NGB COMPANY SIGNATURE DATE

OAKLAND UNIFIED SCHOOL DISTRICT
EMERSON ES SITE IMPROVEMENTS
PROJ # **24168**
PCO#003 **MISCELLANEOUS ADDITIONAL WORK**

To: **M. ANOUS/PM**
From: **Emil Vinuya, PE/Chief Cost Estimator**
Date: **10-Feb-26**

General Comments:

1 GENERAL CONTRACTOR: NGBUILDERS

Manhours & materials prices appear reasonable.

Hourly labor rates used used by GC are within District approve rate

2 GENERAL CONTRACTOR's COST PROPOSALS	**$**	**13,122.78**
ESTIMATED CONSTRUCTION COST FOR PCO#003	**$**	**13,122.78**

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
EMERSON ES SITE IMPROVEMENTS
Oakland, CA

Project Number: 24168
Date: 10-Feb-26

Decription : **PCO#1**
MISCELLANEOUS ADDITIONAL WORK

Reference Drawing: **Cost Proposal dated 08/22/2023**
GEN CONTRACTOR: **NG BUILDERS**

NATIVE SOIL

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ 2,092.96	$ 3,316.76	$ 280.00		$ 5,689.72
4	$ 832.72	$ -	$ 280.00		$ 1,112.72
5	$ 1,676.60	$ 321.18	$ 280.00		$ 2,277.78
6	$ 1,890.32	$ 160.59	$ 280.00		$ 2,330.91
7					
8					
9	$ 6,492.60	+ $ 3,798.53	+ $ 1,120.00	=	$ 11,411.13
10					
11	**Expenses:**				
12	Material Sales Tax.....	10.25%	of Total Material:		Incl.
13	Rental Sales Tax.....	10.25%	of Total Rental:		Incl.
14					
15			**Subtotal - Line 7 thru 12:**	$	**11,411.13**
16					
17	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	$	1,711.67
18	*(Overhead, Bond & Insurance Premiums & Profit)				
19					
20			**Subtotal - Line 13 thru 19:**	$	**13,122.78**
21					
22			**Subcontractor's Cost - None**	$	-
23			**TOTAL - Subcontractor's Cost**	$	-
24					
25	General Contractor OH&P on Sub Cost:	5.00% *		$	-
26			**SUBTOTAL**	$	**13,122.78**
27	Misc Expenses: Travel, Lodging, Food, Rental, etc.....				
28	Subcontractor Bond & ins.:		1.50%	$	-
29			**SUBTOTAL**	$	**13,122.78**
30					
31			**TOTAL PROBABLE CONSTRUCTION COST - NGBUILDERS**	$	**13,122.78**

Detailed Estimate

EMERSON ES SITE IMPROVEMENTS											Date: #REF!
					LABOR COST			MATERIAL COST			
No.	PCO#003	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		NGBUILDERS									
Project Description:		MISCELLANEOUS ADDITIONAL WORK									
1	SCOPE OF WORK:										
2	Additional asphalt removal & disposal	2875.00	SF								
3											
4	MATERIALS:										
5	Container, 10 yard	2.00	EA	0.00	0.00			$ 1,658.38	$ 3,316.76		
6											
7	LABOR:										
7	Equipment Operator/FM	1.00	EA	8.00	8.00	$ 104.09	$ 832.72				
8	Equipment Operator/JM	1.00	EA	8.00	8.00	$ 87.47	$ 699.76				
9	Laborer/JM	1.00	EA	8.00	8.00	$ 70.06	$ 560.48				
10											
11											
12											
13											
14	EQUIPMENT:										
15	Truck	1.00	EA	8.00	8.00					$ 20.00	$ 160.00
16	Power tools	1.00	EA	8.00	8.00					$ 10.00	$ 80.00
17	Hand tools	1.00	EA	8.00	8.00					$ 5.00	$ 40.00
18											
19											
20											
21											
22											
23											
24											
25											
26	SHEET TOTALS				16.00	$ 130.81	$2,092.96		$ 3,316.76		$ 280

Detailed Estimate

EMERSON ES SITE IMPROVEMENTS Date: #REF!

No.	PCO#003	No. of Units	Per	M.H. Per Unit	LABOR COST M. H. Total	LABOR COST Cost Per M. H.	LABOR COST Total Cost	MATERIAL COST Unit Cost	MATERIAL COST Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		**NGBUILDERS**									
Project Description:		**MISCELLANEOUS ADDITIONAL WORK**									
1	**SCOPE OF WORK:**										
2	Removal of bricks	1.00	LS								
3											
4	**MATERIALS:**										
5	Not used	0.00	EA	0.00	0.00			$ -	$ -		
6											
7	**LABOR:**										
7	Equipment Operator/FM	1.00	EA	8.00	8.00	$ 104.09	$ 832.72				
8	Equipment Operator/JM	1.00	EA	0.00	0.00	$ -	$ -				
9	Laborer/JM	1.00	EA	0.00	0.00	$ -	$ -				
10											
11											
12											
13											
14	**EQUIPMENT:**										
15	Truck	1.00	EA	8.00	8.00					$ 20.00	$ 160.00
16	Power tools	1.00	EA	8.00	8.00					$ 10.00	$ 80.00
17	Hand tools	1.00	EA	8.00	8.00					$ 5.00	$ 40.00
18											
19											
20											
21											
22											
23											
24											
25											
26	**SHEET TOTALS**				0.00	#DIV/0!	$832.72		$ -		$ 280

Detailed Estimate

EMERSON ES SITE IMPROVEMENTS											Date: [illegible]
					LABOR COST			MATERIAL COST			
No.	PCO#003	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		**NGBUILDERS**									
Project Description:		**MISCELLANEOUS ADDITIONAL WORK**									
1	**SCOPE OF WORK:**										
2	Install & grade base rock	1.00	LS								
3											
4	**MATERIALS:**										
5	Base Rock	2.00	Tons	0.00	0.00			$ 160.59	$ 321.18		
6											
7	**LABOR:**										
7	Equipment Operator/FM	1.00	EA	4.00	4.00	$ 104.09	$ 416.36				
8	Equipment Operator/JM	1.00	EA	8.00	8.00	$ 87.47	$ 699.76				
9	Laborer/JM	1.00	EA	8.00	8.00	$ 70.06	$ 560.48				
10											
11											
12											
13											
14	**EQUIPMENT:**										
15	Truck	1.00	EA	8.00	8.00					$ 20.00	$ 160.00
16	Power tools	1.00	EA	8.00	8.00					$ 10.00	$ 80.00
17	Hand tools	1.00	EA	8.00	8.00					$ 5.00	$ 40.00
18											
19											
20											
21											
22											
23											
24											
25											
26	**SHEET TOTALS**				**16.00**	**$ 104.79**	**$1,676.60**		**$ 321.18**		**$ 280**

Detailed Estimate

EMERSON ES SITE IMPROVEMENTS Date: #REF!

No.	PCO#003	No. of Units	Per	M.H. Per Unit	LABOR COST M. H. Total	LABOR COST Cost Per M. H.	LABOR COST Total Cost	MATERIAL COST Unit Cost	MATERIAL COST Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		**NGBUILDERS**									
Project Description:		**MISCELLANEOUS ADDITIONAL WORK**									
1	**SCOPE OF WORK:**										
2	Install base rock	1.00	Tons								
3											
4	**MATERIALS:**										
5	Base Rock	1.00	Tons	0.00	0.00			$ 160.59	$ 160.59		
6											
7	**LABOR:**										
7	Equipment Operator/FM, OT	1.00	EA	8.00	8.00	$ 131.20	$ 1,049.60				
8	Equipment Operator/JM, OT	1.00	EA	8.00	8.00	$ 105.09	$ 840.72				
9	Laborer/JM	1.00	EA	0.00	0.00	$ -	$ -				
10											
11											
12											
13											
14	**EQUIPMENT:**										
15	Truck	1.00	EA	8.00	8.00					$ 20.00	$ 160.00
16	Power tools	1.00	EA	8.00	8.00					$ 10.00	$ 80.00
17	Hand tools	1.00	EA	8.00	8.00					$ 5.00	$ 40.00
18											
19											
20											
21											
22											
23											
24											
25											
26	**SHEET TOTALS**				**8.00**	**$ 236.29**	**$1,890.32**		**$ 160.59**		**$ 280**

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Emerson Elementary School Site Improvements	Site	115

Basic Directions

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

Attachment Checklist	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	N G Builder Company	Agency's Contact	Josie Marrufo					
OUSD Vendor ID #	009085	Title						
Street Address	3100 Dutton Avenue, Suite 223	City	Santa Rosa	State	CA	Zip	95407	
Telephone	707-890-2896	Policy Expires						
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	24168							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	09-29-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-04-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$ 109,916.02
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
0007/9000	Fund 1 ELOP	010-0007-0-9000-8500-6262-115-9130-0092-9999-24168	6262	$109,916.02

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.	**Division Head** **Phone**	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities			
	Signature Sele Nadel-Hayes (Jun 3, 2026 15:51:25 PDT)	Date Approved	Jun 3, 2026	
2.	**OUSD Legal Counsel, Facilities**			
	Signature Sarah Collins	Date Approved	6/1/2026	
3.	**Chief Systems & Services Officer**			
	Signature Preston Thomas (Jun 3, 2026 18:00:09 PDT)	Date Approved	Jun 3, 2026	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	25-1877
Introduction Date	9-10-2025
Enactment Number	25-1474
Enactment Date	9/10/2025 CJH

Memo (Bid Award)

To	Board of Education
From	Denise Saddler, EdD, Interim Superintendent Preston Thomas, Chief Systems & Services Officer
Board Meeting Date	September 10, 2025
Subject	Agreement Between Owner and Contractor – Nicholas Gutierrez doing business as N G Builder Company– Emerson Elementary School Site Improvements Project – Division of Facilities Planning and Management
Action Requested	Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Nicholas Gutierrez doing business as N G Builder Company, Santa Rosa, CA, for the latter to demolish the existing play structures and basketball hoop poles; enhancement of the garden area; and prepare the surface for new safety surfacing tiles and drainage systems, which will be furnished and installed by other contractors; prepare walls for murals, plant trees with irrigation and drainage, and apply seal coat to existing pavement, as part of the Emerson Elementary School Site Improvements Project, in the amount of $397,666.00, which includes a contingency fee of $48,000.00, as the lowest responsive bidder, with the work anticipated to commence on September 29, 2025, and required to be completed within sixty-six (66) days, with an anticipated ending of December 4, 2025.
Discussion	Contractor was selected through competitive bidding. (Public Contract Code § 22037).
LBP (Local Business Participation Percentage)	Exempt
Recommendation	Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Nicholas Gutierrez doing business as N G Builder Company, Santa Rosa, CA, for the latter to demolish the existing play structures and basketball hoop poles; enhancement of the garden area; and prepare the surface for new safety surfacing tiles and drainage systems, which will be furnished and installed by other contractors; prepare walls for murals, plant trees with irrigation and drainage, and apply seal coat to existing pavement, as part of the Emerson Elementary School Site Improvements Project, in the amount of $397,666.00, which includes a contingency fee of $48,000.00, as the lowest responsive bidder, with the work anticipated to commence on September 29, 2025, and required to be completed within sixty-six (66) days, with an anticipated ending of December 4, 2025.
Fiscal Impact	Fund 01 General Fund ELOP
Attachments	• Contract Justification • Agreement, Bonds, and Other Contract Documents • Certificate of Insurance • Routing Form

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

Legislative File ID No. **25-1877**

Department: **Facilities Planning and Management**

Vendor Name: **Nicholas Gutierrez dba N G Builder Company**

Project Name: **Emerson Elementary School Site Improvements** **Project No.:** **24168**

Contract Term: Intended Start: **September 29, 2025** Intended End: **December 4, 2025**

Total Cost Over Contract Term: **$397,666.00**

Approved by: **Preston Thomas**

Is Vendor a local Oakland Business or has it met the requirements of the Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

N G Builder Company was selected by the District as the lowest responsible and responsive bid.

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

N G Builder Company will provide demolition of existing play structures and basketball hoop poles; enhancement of the garden area; and preparation of the surface for new safety surfacing tiles and drainage systems, which will be furnished and installed by others. Additional scope includes preparing walls for murals, planting trees with irrigation and drainage, and applying seal coat to existing pavement, for the Emerson Elementary School Site Improvements Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

☐ Price is at or under UPCCAA threshold of $75,000 (as of 1/1/25)

☐ 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 $114,800 or less (as of 1/1/25)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $114,800 (as of 1/1/25)

☐ 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 $114,800 (as of 1/1/25)

☐ 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:

Memorandum:

Date: 6/26/2025
To: Muhanad Amous
CC: Kenya Chatman, David Colbert, Colland Jang, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown
From: Tiffany Knuckles
Subect: LBU Memo - Project #24168 - Emerson Elementary School - Emerson Site Improvements

---

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project(s):

Project: 24168 **Project Site(s):** Emerson Elementary School
Name: Emerson Site Improvements

Analysis:

Our review has determined that the funding source for the above project (0007, ELOP) is not currently monitored under the Local Business Policy. Given this information, it is our determination that the project is to be exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

LBU Recommendation:

EXEMPT (Fund Source)

If you have any questions, please feel free to contact our team at any time.

Sincerely,
Tiffany Knuckles
Local Business Compliance - Officer
360 Total Concept
Oakland Unified School District - Local Business Compliance

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **September 29, 2025**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the "Owner," and **Nicholas Gutierrez doing business as N G BUILDER COMPANY,** hereinafter called the "Contractor."

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

ARTICLE I. SCOPE OF WORK.

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

the Emerson Elementary School Site Improvements Project, located at 4803 Lawton Avenue, Oakland, CA 94609,

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

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

and other Contract Documents relating thereto.

This contract is not subject to the District's Project Labor Agreement, dated June 30, 2021, which is available to upload found by going to the OUSD home page: ousd.org > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

ARTICLE II. CONTRACT DOCUMENTS.

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract." The Contractor and its subcontractors must use the Owner's program software KAHUA, INC., for projects.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be sixty-six (66) 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

September 29, 2025, in which case the deadline for Completion would be **December 4, 2025**.

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

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

Accordingly, the parties agree that $1,000.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that $1,000.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

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

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

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

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **THREE HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS AND NO/100 ($397,666.00)** for work satisfactorily performedafter 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 **FORTY-EIGHT THOUSAND DOLLARS AND NO/100 ($48,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and

Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

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

ARTICLE VII. PREVAILING WAGES.

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

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

stipulated prevailing wage rate shall be paid to each worker by the Contractor.

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

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

ARTICLE VIII. WORKING HOURS.

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

ARTICLE IX. APPRENTICES.

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

ARTICLE X. DSA OVERSIGHT PROCESS.

The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

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

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

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

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

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

ARTICLE XII. ENTIRE AGREEMENT.

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

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

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

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XV. BINDING EFFECT.

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

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

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

ARTICLE XVII. AMENDMENTS.

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

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

ARTICLE XIX. WRITTEN NOTICE.

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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION

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

CONTRACTOR:
N G BUILDER COMPANY

Signature: _____

Name: Nicholas Gutierrez **Date:** 7/31/25

(Chairman, Pres., or Vice-Pres. Owner

Signature _____
Name: Nicholas Gutierrez **Date:** 7/31/25

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

OAKLAND UNIFIED SCHOOL DISTRICT

_____ 9/11/2025

Jennifer Brouhard, President, Board of Education **Date**

Denise Saddler, EdD, Interim Superintendent and Interim Secretary, Board of Education	9/11/2025 **Date**
Preston Thomas (Aug 13, 2025 09:46:47 PDT) **Preston Thomas, Chief Systems & Services Officer**	Aug 13, 2025 **Date**

Approved As To Form:

James Traber 08/05/2025

OUSD Facilities Legal Counsel **Date**

__1078311__
CALIFORNIA CONTRACTOR'S
LICENSE NO.

_07/31/2027_____
LICENSE EXPIRATION DATE

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

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School:	Emerson ES	Date:	Monday, July 14, 2025
Project:	Site Improvements	Time:	2:00 P.M.
Project #:	24168	Project Mgr:	Muhanad Amous
Estimate:	$480,000	Architect:	N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	NG Builders Company	Base Bid:	$349,666.00		**Required Day of Bid:**	
Address:	3100 Dutton Ave Ste 223	Allowance:	$48,000.00		Signed Bid Form	X
City/State:	Santa Rosa, CA 95407	**TOTAL:**	$397,666.00		Addendum Acknow.	1
Phone:	707-852-5046	Alternates:			Bid Bond	X
Fax:					Non-Collusion	X
					Iran Contracting Certification	NA
			Time Submitted	Date Submitted	Site Visit Certification	X
			1:39 PM	7/14/2025	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	WA
			Time Opened	Date Opened	DVBE Forms	N/A
			2:06 PM	7/14/2025		
Company:	Moka Engineering & Const LLC	Base Bid:	$399,000.00		**Required Day of Bid:**	
Address:	3315 Montgomery Dr Unt #312	Allowance:	$48,000.00		Signed Bid Form	X
City/State:	Sant Clara, CA 95054	**TOTAL:**	$447,000.00		Addendum Acknow.	1
Phone:	415-890-4505	Alternates:			Bid Bond	X
Fax:					Non-Collusion	X
					Iran Contracting Certification	NA
			Time Submitted	Date Submitted	Site Visit Certification	X
			1:52 PM	7/14/2025	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	WA
			Time Opened	Date Opened	DVBE Forms	NA
			2:06 PM	7/14/2025		
Company:	Redwood Engineering & Const	Base Bid:	$525,000.00		**Required Day of Bid:**	
Address:	416 D Street	Allowance:	$48,000.00		Signed Bid Form	X
City/State:	Redwood City, CA 94063	**TOTAL:**	$573,000.00		Addendum Acknow.	1
Phone:	925-819-2960	Alternates:			Bid Bond	X
Fax:					Non-Collusion	X
					Iran Contracting Certification	NA
			Time Submitted	Date Submitted	Site Visit Certification	X
			1:27 PM	7/14/2025	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	WA
			Time Opened	Date Opened	DVBE Forms	NA
			2:06 PM	7/14/2025		
Company:	G & G Builders,	Base Bid:	$555,000.00		**Required Day of Bid:**	
Address:	4542 Contractors Place	Allowance:	$48,000.00		Signed Bid Form	X
City/State:	Livermore, CA 94551	**TOTAL:**	$603,000.00		Addendum Acknow.	1
Phone:	925-846-9023	Alternates:			Bid Bond	X
Fax:					Non-Collusion	X
					Iran Contracting Certification	NA
			Time Submitted	Date Submitted	Site Visit Certification	X
			11:42 AM	7/14/2025	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	WA
			Time Opened	Date Opened	DVBE Forms	NA
			2:06 PM	7/14/2025		

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

Company:	Native Soil Inc	Base Bid:	$ 626,151.00		**Required Day of Bid:**	
Address:	1721 Broadway Ste 201	Allowance:	$48,000.00		Signed Bid Form	X
City/State:	Oakland, CA 94612	**TOTAL:**	$ 674,151.00		Addendum Acknow.	1
Phone:	510-590-1361	Alternates:			Bid Bond	X
Fax:					Non-Collusion	X
					Iran Contracting Certification	NA
			Time Submitted	Date Submitted	Site Visit Certification	X
			12:50 PM	7/14/2025	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	WA
			Time Opened	Date Opened	DVBE Forms	NA
			2:06 PM	7/14/2025		
Company:		Base Bid:			**Required Day of Bid:**	
Address:		Allowance:	$48,000.00		Signed Bid Form	
City/State:		**TOTAL:**			Addendum Acknow.	
Phone:		Alternates:			Bid Bond	
Fax:					Non-Collusion	
					Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	
				-	Contractor's Sub List	
					Debarment Suspension & Schd Z	
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	
			-	-		
Company:		Base Bid:			**Required Day of Bid:**	
Address:		Allowance:	$48,000.00		Signed Bid Form	
City/State:		**TOTAL:**			Addendum Acknow.	
Phone:		Alternates:			Bid Bond	
Fax:					Non-Collusion	
					Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	
				-	Contractor's Sub List	
					Debarment Suspension & Schd Z	
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	
			-	-		
Company:		Base Bid:			**Required Day of Bid:**	
Address:		Allowance:	$48,000.00		Signed Bid Form	
City/State:		**TOTAL:**			Addendum Acknow.	
Phone:		Alternates:			Bid Bond	
Fax:					Non-Collusion	
					Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	
				-	Contractor's Sub List	
					Debarment Suspension & Schd Z	
					Local Business Participation Form	
					DVBE Forms	
			Time Opened	Date Opened		

Written By: **Read By:** Juanita Hunter

BID FORM
DOCUMENT 00 31 01

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

Dear Board Members:

The undersigned, doing business under the firm name of P 6 Builder Company hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Emerson Elementary School Site Improvement Project, located at 4803 Lawton Avenue, Oakland, CA 94609 (the "Contract"),** The scope of work consists of the contractor will demolish existing play structures, safety surfacing, basketball hoop poles, enhance the garden space, and prep surface to receive new nature area. Safety surfacing tiles and drainage systems will be required to be installed for a new play structures. Furnishing and installation of new play structure is by Others. Additional work includes preparing walls for murals, tree planting with irrigation and drainage, and seal coating of existing pavement. Work will follow strict safety standards and coordination with OUSD. See further details in the specifications.

Bid Amount (Base Bid):

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

Three hundred forty nine thousand six hundred Dollars *Bid Amount Without Contingency Allowance* sixty six and zero cents	$ 349,666.00
Forty-Eight Thousand Dollars *Total of Allowances (see Section IV of Agreement)*	$48,000.00
Three hundred ninety seven thousand six Dollars *Total Base Bid Amount* hundred sixty six and zero cents	$ 397,666.00
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

Miscellaneous:

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

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

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

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

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

NG Builders 3100 Dutton Ave Suite 223
Santa Rosa CA 95407

Our Public Liability and Property Damage Insurance is placed with:

State National Insurance Company

Our Workers' Compensation Insurance is placed with:

Clear Springs property and causualty company

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

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

Addendum No. 1	Date 7/10/25	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

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

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

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

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

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

Name of Company as Licensed in California: NG Builder Company

Business Address: 3100 Dutton Ave suite 223 Santa Rosa CA 95407

Telephone Number: 707-852-5016

Email Address: nick@ngbuilders.llc Josie@ngbuilders.llc

California Contractor License No.: 1078311

Class and Expiration Date: A and B 7/31/2027

Public Works Contractor Registration No.: 1000 874885

State of Incorporation, if Applicable: N/A

INDIVIDUAL:

Dated: July 14, 2025

Nicholas Gutierrez (Name)

PARTNERSHIP: NA

Evidence of authority to bind partnership is attached.

Dated: _____, 20__

_____
_____ (*Name*)
General Partner

CORPORATION: N/A

Evidence of authority to bind corporation is attached.

Dated: _____, 20__

_____
_____ (*Name*)
_____ (Chairman, Pres., or Vice-Pres.)

_____
_____ (*Name*)
_____ (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

BID BOND
DOCUMENT 00 40 00

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that we the undersigned N G Builder Company as Principal and Philadelphia Indemnity Insurance Company as Surety, are hereby held and firmly bound unto the Oakland Unified School District ("Owner") in the sum of Ten Percent (10%) of the amount bid Dollars ($_____) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Emerson Elementary School Site Improvement Project in strict accordance with Contract Documents.

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;

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

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 11th day of July, 2025, the name and corporate party being hereto affixed and these presents duly signed by its

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

(Notary Seal)

N G Builder Company
(Principal)

(Business Address)

3100 Dutton Ave Suite 223 Santa Rosa CA 95407

Philadelphia Indemnity Insurance Company
(Corporate Surety)
One Bala Plaza, 231 St. Asaphs Rd
Bala Cynwyd PA 19004
Business Address)

By: Gary T. Eastman

Gary T. Eastman, Attorney-in-Fact

The rate or premium of this bond is Thirty ($30) per thousand, the total amount of premium charged, $_____.

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Gary Eastman of the The Eastman Agency dba Swiftbonds,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of July, 2025

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT BY SURETY

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

Now on this 11th day of July, 2025, personally appeared before me in the county aforesaid, Gary T. Eastman, to me personally known as the person described in and who executed the foregoing bond as agent of Philadelphia Indemnity Insurance Company and he acknowledged that he executed the same as his free and act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have at my office in the county aforesaid and on the day first above written set r



Notary Public DANNY O'CONNOR

My Commission Expires

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

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

State of California

County of Sonoma

Subscribed and sworn to (or affirmed) before me on this 17th (Date) day of July (Month), 2025 (Year), by

(1) Nicholas Daniel Gutierrez

(and (2) N/A),

(Name(s) of Signer(s))

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

YOGITA SANGWAN
Notary Public - California
Sonoma County
Commission # 2389430
My Comm. Expires Jan 4, 2026

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

©2019 National Notary Association

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Emerson Elementary School Site Improvement Project

The undersigned declares: Nicholas Gutierrez

I am the Owner of NG Building Company the party making the foregoing bid or proposal ("Bid").

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on July 14, 2025 at Santa Rosa [*city*], CA [*state*].

Signature

Nicholas Gutierrez
Print Name

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

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: Emerson Elementary School Site Improvement Project

I, Nicholas Gutierrez, declare that I am the owner *[insert title]* of NG Builder Company, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit NG Builder Company *[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 NG Builder Company *[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 July 14 2025 at Santaluz *[city]*, CA *[state]*.

Date: 7/14/25

Signature

Print Name: Nicholas Gutierrez
Print Title: owner

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

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code section 45125.2, and if such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see ***Attachment A*** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).

   c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

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

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

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

Dated: 7/14/25

Signature

Name: Nicholas Gutierrez

Title: Owner

SCHEDULE Z
DOCUMENT 00 52 00

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

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

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

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

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

N 6 Builder Company	[signature]
Company Name	Signature of Authorized Representative
3100 Dutton Ave Suite 223 Santa Rosa CA 95407	Nicholas Gutierrez
Address	Type or Print Name
707 / 852-5046	7/14/25 Nicholas Gutierrez
Area Code / Phone	Date / Type or Print Name

END OF DOCUMENT

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: **Emerson Elementary School Site Improvement 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.

X I certify that Harold Herrera (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: 7/14/25

Proper Name of Bidder: NG Builder Company

Signature: [signature]

Print Name: Nicholas Gutierrez

Title: Owner

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATE
DOCUMENT 00 40 05

Labor Code Section 3700, in relevant part, provides:

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

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

NJG Builder Company
Name of Contractor

Signature

Nicholas Gutierrez
Print Name

7/14/25
Date

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

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION DOCUMENT 00 40 06

PROJECT/CONTRACT NO. Emerson Site Improvements project # 24168 between Oakland Unified School District ("District") and N 6 Builder Company ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

Date: 7/11/25

Proper Name of Contractor: N 6 Builder Company

Signature: [signature]

Print Name: Nicholas Gutierrez

Title: Owner

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION
DOCUMENT 00 42 00

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

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;
(2) The person's or organization's policy of maintaining a drug-free workplace;
(3) The availability of drug counseling, rehabilitation and employee-assistance programs;
(4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

N G Butler Company
Name of Contractor

Signature

Nicholas Gutierrez
Print Name

7/14/25
Date

TOBACCO-FREE ENVIRONMENT CERTIFICATION
DOCUMENT 00 42 01

PROJECT NO. 24168 ("Project") between Oakland Unified School District (the "District" or the "Owner") and N 6 Builder Company (the "Contractor" or the "Bidder").

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

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

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

Date: 7/14/25

Proper Name of Contractor: N 6 Builder Company

Signature: [signature]

Print Name: Nicholas Gutierrez

Title: owner

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION
DOCUMENT 00 42 02

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

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

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

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

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

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

Date: 7/14/25

Proper Name of Contractor: N G Builder Company

Signature: [signature]

Print Name: Nicholas Gutierrez

Title: owner

LEAD-BASED MATERIALS CERTIFICATION
DOCUMENT 00 42 03

PROJECT/CONTRACT NO. 24168 between Oakland Unified School District ("District") and N G Builder Company ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

1) Contractor's work may disturb lead-containing building materials.

2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

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

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

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

2. Overview of California Law

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

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

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

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

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

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

f. Lead contamination/emergency cleanup;

g. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

h. Maintenance operations associated with the construction activities described in the subsection.

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

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

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

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

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

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

4. **Contractor's Liability**

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

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

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

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

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

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

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

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

Date: 7/11/25

Proper Name of Contractor: N 6 Builder Company

Signature: [signature]

Print Name: Nicholas Gutierrez

Title: owner

END OF DOCUMENT

received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.

10. **THIS CONTRACT IS NOT SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.** If this contract is subject to these requirements, then (a) the DVBE Certification must be submitted with the bid, and (b) the DVBE Worksheet must be submitted with the bid if Box D is checked on the first page of the DVBE Certification.

11. Contractors shall maintain their licenses in good standing through Completion of the Work and all applicable warranty periods. Owner shall reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the Contract. Owner also reserves the right to reject any bid as nonresponsive if a listed subcontractor's license is not in good standing to perform the work for which it is listed from the time of submission of the bidder's bid to award of the Contract.

12. The Owner reserves the right to waive any irregularity or failure to comply with the Contract Documents, and to reject any or all bids.

13. Each bidder must submit complete responses to the Contractor Questionnaire included in the bid documents.

14. To summarize, each bid for the Contract must include the following documents:

a. Bid cover sheet.
b. Bid form, including proof of signers' authority.
c. Bid security.
d. Designation of Subcontractors.
e. Noncollusion Declaration.
f. Sufficient Funds Declaration.
g. Fingerprinting Notice and Acknowledgement.
h. Iran Contracting Act Certification (if required; see the form).
i. Responses to Contractor Questionnaire (if required; see above).
j. ~~Local Business Participation Form.~~
k. Schedule Z Debarment Certification.
l. Site Visit Certification (if required; see above).
m. DVBE Certification (if DVBE is required; see above). - N/A
n. DVBE Worksheet (if DVBE is required; see above). - N/A
o. Proof of Registration per Labor Code §1725.5.

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: CE 12565900297

KNOW ALL MEN BY THESE PRESENTS that we, N G Builder Company , as Principal, and Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of Four Hundred Forty-Five Thousand Six Hundred Sixty-Six and 00/100 Dollars ($ 445,666.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated **September 29, 2025**, for construction of

the Emerson Elementary School Site Improvement Project, located at 4803 Lawton Avenue, Oakland, CA 94609 (the "Contract"), The scope of work consists of the contractor will demolish existing play structures, safety surfacing, basketball hoop poles, enhance the garden space, and prep surface to receive new nature area. Safety surfacing tiles and drainage systems will be required to be installed for a new play structures. Furnishing and installation of new play structure is by Others. Additional work includes preparing walls for murals, tree planting with irrigation and drainage, and seal coating of existing pavement. Work will follow strict safety standards and coordination with OUSD. See further details in the specifications.

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

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 24th day of July, 2025,

hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

(Individual Principal)

3100 Dutton Ave suite 223
(Business Address) Santa Rosa CA 95407

(Affix Corporate Seal)

N G Builder Company
(Corporate Principal)

3100 Dutton Ave, Suite 233
Santa Rosa CA 95407
(Business Address)

(Affix Corporate Seal)

Philadelphia Indemnity Insurance Company
(Corporate Surety)
One Bala Plaza, 231 St. Asaphs Rd
Bala Cynwyd PA 19004
(Business Address)

913.214.8344

By:

Gary T. Eastman, Attorney-in-Fact

The rate of premium on this bond is $25 per thousand.

The total amount of premium charged is 11,141.65.

The above must be filled in by Corporate Surety.

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: CE 12565900297

KNOW ALL MEN BY THESE PRESENTS:

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

the Emerson Elementary School Site Improvement Project, located at 4803 Lawton Avenue, Oakland, CA 94609 (the "Contract"), The scope of work consists of the contractor will demolish existing play structures, safety surfacing, basketball hoop poles, enhance the garden space, and prep surface to receive new nature area. Safety surfacing tiles and drainage systems will be required to be installed for a new play structures. Furnishing and installation of new play structure is by Others. Additional work includes preparing walls for murals, tree planting with irrigation and drainage, and seal coating of existing pavement. Work will follow strict safety standards and coordination with OUSD. See further details in the specifications.

which said agreement dated **September 29, 2025** and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Philadelphia Indemnity Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of ~~Four Hundred Forty-Five Thousand Six Hundred Sixty-Six and 00/100~~ Dollars ($ 445,666.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 24th day of July, 2025.

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

N G Builder Company
Principal

Philadelphia Indemnity Insurance Company
Surety
One Bala Plaza, 231 St. Asaphs Rd Bala Cynwyd PA 19004

By:
Gary T. Eastman Attorney-in-Fact

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Gary Eastman of the The Eastman Agency dba Swiftbonds,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366384
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of July, 2025

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT BY SURETY

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

Now on this 24th day of July, 2025, personally appeared before me in the county aforesaid, Gary T. Eastman, to me personally known as the person described in and who executed the foregoing bond as agent of Philadelphia Indemnity Insurance Company and he acknowledged that he executed the same as his free and act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have at my office in the county aforesaid and on the day first above written set my hand and affixed my official seal.



Notary Public DANNY O'CONNOR

My Commission Expires

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/25/2025

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

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

PRODUCER
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova, CA 95742
License#: 0F82764

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 877-308-9663 **FAX (A/C, No):** 916-400-2625
E-MAIL ADDRESS: certs@inszoneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company	12831
INSURER B : California Automobile Insurance Co	38342
INSURER C : Kinsale Insurance Company	38920
INSURER D : Clear Spring Property and Casualty Company	15563
INSURER E : Navigators Specialty Insurance Co	36056
INSURER F :	

INSURED
Nicholas Gutierrez
DBA: N G Builders
3100 Dutton Avenue, Suite 223
Santa Rosa, CA 95407
NGBUILD-01

COVERAGES **CERTIFICATE NUMBER:** 639238569 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	NXTOGICJ4P-04-GL	7/6/2025	7/6/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BA040000083490	9/5/2025	9/5/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	0100323160-1	7/6/2025	7/6/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	CWC00036804	7/3/2025	7/3/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E E	Equipment Floater Equipment Floater			04-IM053679 04-IM053679	10/24/2024 10/24/2024	10/24/2025 10/24/2025	Scheduled Equipment Deductible	$93,268 $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project # 24114 - Notice of Intent to Award - Oakland Unified School District - Bridges Academy Site Improvements

Additional Insured on the General Liability and Auto Liability. Primary and Non-Contributory on the General Liability. Waiver of Subrogation on the General Liability, Auto Liability and Workers Compensation. Excess follows form, subject to the terms and conditions of the policy.

The aforementioned coverage is provided to the extent in the attached forms for: Oakland Unified School District and Project Manager

CERTIFICATE HOLDER

Oakland Unified School District
955 High Street
Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Emerson Elementary School Site Improvements	Site	115

Basic Directions

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

Attachment Checklist	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	N G Builder Company	Agency's Contact	Josie Marrufo				
OUSD Vendor ID #	009085	Title					
Street Address	3100 Dutton Avenue, Suite 223	City	Santa Rosa	State	CA	Zip	95407
Telephone	707-890-2896	Policy Expires					
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No				
OUSD Project #	24168						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	09-29-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-4-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$397,666.00	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
0007/9000	Fund 1 ELOP	010-0007-0-9000-8500-6262-115-9130-0092-9999-24168	6262	$397,666.00

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.

1.	**Division Head**	**Phone**	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities				
	Signature		Date Approved		
2.	**OUSD Legal Counsel, Facilities**				
	Signature James Traber		Date Approved	08/05/2025	
3.	**Chief Systems & Services Officer**				
	Signature Preston Thomas (Aug 13, 2025 09:46:47 PDT)		Date Approved	Aug 13, 2025	
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT