Board Office Use: **Legislative File Info.**	
File ID Number	24-1387
Introduction Date	06-12-2024
Enactment Number	24-1206
Enactment Date	6/12/2024 CJH

OAKLAND BUILT

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

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

Board Meeting Date June 12, 2024

Subject Agreement Between Owner and Contractor – Next Generation of Builders LLC– Bridges Academy Site Improvement Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Next Generation of Builders LLC, Santa Rosa, CA, for the latter to demolish the existing play structures, play matting and planter boxes and install new play matting and a nature exploration area for the **Bridges Academy Site Improvement Project,** in the total amount of $153,533.00, which includes a contingency allowance of $10,000.00, with the work anticipated to commence on June 13, 2024, and required to be completed within sixty-nine days (69), with an anticipated ending date of August 21, 2024.

Discussion

Contractor was selected through competitive bidding. (Public Contract Code § 22034).

LBP (Local Business Participation Percentage) 00.0%

Recommendation

Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Next Generation of Builders LLC, Santa Rosa, CA, for the latter to demolish the existing play structures, play matting and planter boxes and install new play matting and a nature exploration area for the Bridges Academy Site Improvement Project, in the total amount of $153,533.00, which includes a contingency allowance of $10,000.00, with the work anticipated to commence on June 13, 2024, and required to be completed within sixty-nine days (69), with an anticipated ending date of August 21, 2024.

Fiscal Impact Fund 1- General Fund

Attachments

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

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

Legislative File ID No. **24-1387**

Department: **Facilities Planning and Management**

Vendor Name: **Next Generation of Builders LLC**

Project Name: **Bridges Academy Site Improvement Project** **Project No.:** **24114**

Contract Term: Intended Start: **June 13, 2024** Intended End: **August 21, 2024**

Total Cost Over Contract Term: **$153,533.00**

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?

Next Generation of Builders LLC was selected by the District as the lowest responsible and responsive bid.

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

Next Generation of Builders LLC will demolish the existing play structures, play matting and planter boxes and install new play matting and a nature exploration area for the Bridges Academy Site Improvement 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 $60,000 (as of 1/1/19)

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

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

☐ Completion contract – *contact legal counsel to discuss if applicable*

☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*

☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*

☐ Energy service contract – *contact legal counsel to discuss if applicable*

☐ Other: _____

Consultant Contract:

☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*

☐ For services other than above, the cost of services is $109,300 or less (as of 1/1/23)

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

Purchasing Contract:

☐ Price is at or under bid threshold of $109,300 (as of 1/1/23)

☐ Certain instructional materials (Public Contract Code §20118.3)

☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*

☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

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

☐ Other: _____

Maintenance Contract:

☐ Price is at or under bid threshold of $109,300 (as of 1/1/23)

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

☐ Other: _____

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **June 13, 2024**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called "OUSD" or the "Owner," and **NEXT GENERATION OF BUILDERS LLC** 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 Bridges Academy Site Improvement Project, 1325 53rd Avenue, Oakland, CA 94601

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

OUSD, 955 High Street, Oakland, CA PH: 510-535-7044, including Alternate 1.

and other Contract Documents relating thereto.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

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

ARTICLE II. CONTRACT DOCUMENTS.

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

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be sixty-nine (69) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **June 13, 2024,** in which case the deadline for Completion would be **August 21, 2024**.

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

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

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

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

Accordingly, the parties agree that $500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the

Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

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

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

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

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **ONE HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED THIRTY-THREE DOLLARS NO/100 ($153,533.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **TEN THOUSAND DOLLARS NO/100 ($10,000.00)** 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 $1,000,000 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 is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of $5 million or more. Failure to comply may result in the termination of the Contract.

CONTRACTOR:
NEXT GENERATION OF BUILDERS LLC

Signature: _____

Name: Nicholas Gutierrez **Date:** 5/17/24

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

Signature _____
Name: _____ **Date:** _____
(Secretary, Asst. Secretary, CFO, or Asst. Treasure)_____

OAKLAND UNIFIED SCHOOL DISTRICT

_____ **6/13/2024**
Date

Benjamin Davis, President, Board of Education

6/13/2024

Date

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

Preston Thomas (May 20, 2024 08:13 PDT)

May 20, 2024

Date

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

Approved As To Form:

James Traber

5/16/24

OUSD Facilities Legal Counsel **Date**

1078311

CALIFORNIA CONTRACTOR'S LICENSE NO.

07/31/2025

LICENSE EXPIRATION DATE

NOTE:

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

NOTICE TO BIDDERS
DOCUMENT 00 11 11 - CUPCCAA

Notice is hereby given that the Oakland Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the bid opening for the award of a contract to construct the ("Contract"), **Project No. 24114**

Bridges Academy Site Improvements
1325 53rd Avenue, Oakland, CA 94601

as per the Contract Documents, including the drawings and specifications.

Project consists of:

The scope of work consists of Demo existing play structure (include footings) and play matting. Approx. 2,700 sqft. Remove existing (10) 8'x4'x2' planter boxes. Remove existing 3" layer of mulch. Approx. 1,000 sqft. Demo existing 4ft chain link fence. Approx. 105 linear foot. Furnish and Install New Fence: The scope of work includes furnishing and installing a new fence that is 4 feet high and spans 105 feet in length. The construction materials should comprise both wood and steel mesh, incorporating a single entry through a 4-foot wide gate. Please ensure the proposal accounts for all materials, labor, and any additional requirements to complete this installation as specified. The fence must be sturdy. Please reference photo of a wooden fence included. Use this photo as a visual guide to inform your bid. The photo is intended to provide clarity on the quality, design, and style of fence we are aiming to replicate. Install new irrigation for new (8) planter boxes. Planter boxes is furnished and installed by Others. Install new seal coating throughout. Approx. 10,000 sqft. Wall surface preparations to receive mural(s). Approx. 4,000 sqft surface. This includes the following: Pressure wash surface, wall patching, apply primer, apply top/main coat. Apply seal coating once mural work is complete. Approx. '1,000 sqft surface. Please Note: Site underground utilities scanning and topographic survey will be issued to Contractor prior to start of work. SofSurfaces play matting tile will be furnished through OUSD. Contractor to only include cost for installation. The date for receiving and staging play matting materials will be coordinated with the Contractor. Please Note: During the bid opening, either Alternate #1 or Alternate #2 will be selected. This decision will guide the subsequent steps in the project execution.

Inclusions: Area of work must be fenced off to ensure a safe working environment on site. Materials should also be staged within a fenced area. Materials and debris generated during construction must be hauled off site after the work is completed. Must provide your own dumpster. Site must be scrubbed, and pressure washed after the completion of contractor's work. Must have Sof Surfaces play matting installation certification. Only applicable for ADD

Add alternate #1: Playground with Play Matting Surface Demo existing 4" asphalt layer. Approx. 3,500 sqft., Install new 4" asphalt layer. Approx. 4,500 sqft. Install new (2ft x 2ft) square shaped play matting tiles. Approx. 4,500 sqft. Post-work inspections will be coordinated with a firm provided by OUSD. Deliveries must be coordinated with OUSD.

Add alternate #2: Playground with Engineer Wood Fiber Surface Demo existing 4" asphalt layer. Approx. 3,500 sqft., Remove existing 20" of compacted soil. Approx. 280 cubic yard. Install new 4" drain rock Approx. 4,500 sqft.,Install new 4" french drain. Coordinate location with OUSD.

Engineer's Estimate: **$55,000.00**

Project Manager is Muhanad Amous, who can be reached at: muhanad.amous@ousd.org or 408-613-5703.

The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined. The lowest bid shall be determined by the amount of the base bid.

This Contract ***is not*** subject to prequalification pursuant to Public Contract Code section 20111.6.

This Contract is ***not*** subject to the District's Project Labor Agreement. The full version of OUSD's latest Project Labor Agreement can be found by going to the OUSD home page: https://www.ousd.org/facilities-planning-management-department/opportunities

Contract Documents will be available for review on or after **April 18, 2024**, at **East Bay Blue Print, located at 1745 14th Avenue, Oakland, CA 94606.** All requests should be addressed Attention: Sandy Petty. Plans can be ordered by:

Ph: 510-261-2990 Fax: 510-261-6077 Email: ebbp@eastbayblueprint.com, Attn: Sandy. Online using the Plan Command System at www.eastbayblueprint.com or plans can be delivered to a place of business, at requester's own expense. Payment for plan sets must be made with East Bay Blue Print and are **NON-REFUNDABLE**

In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

Builder's Exchange of Alameda County
McGraw Hill Construction Data
San Francisco Builder's Exchange
Reed Construction Market Data
Contra Costa Builder's Exchange
Marin Builder's Exchange

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 and proof of registration is provided.

The Contract Time shall be forty-eight (48) calendar days, and liquidated damages for delay shall accrue.

Bids must be sealed and filed at

Front Desk
Facilities Planning & Management, 955 High Street, Oakland, CA 94601

on **April 29, 2024, before 2:00 p.m**. on the clock designated by the Owner or its representative as

the bid clock at or after which time the bids will be opened and publicly read aloud. No bid will be accepted by the Owner after this time. Facsimile (FAX) copies of the bid will not be accepted. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

A **Mandatory pre-bid site visit** will be held on **April 25, 2024, at 10:00 a.m**., at Front entrance of the Bridges Site. Bidders not attending the **site visit** will be disqualified.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner, as detailed in the Contract Documents.

Owner, or its designee, has determined that certain materials, services, products or things designated by specific brand or trade name shall not be subject to Public Contract Code section 3400(a) in order that a field test or experiment may be made to determine the product's suitability for future use; in order to match other materials, services, products or things in use on a particular Owner public improvement either completed or in the course of completion; in order to obtain a necessary item that is only available from one source; and in order to respond to an emergency declared by Owner.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a **Class A and/or B-General Building Contractor, Sof Surface Certification** license at the time of award and shall maintain that license in good standing through Completion of the Contract and all applicable warranty periods. For all projects over Twenty-Five Thousand Dollars ($25,000), the bidder shall state the public works contractor registration number on the Designation of Subcontractors form for each subcontractor performing more than one-half of one percent (0.5%) of the bidder's total bid.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available on request.

Advertisement (Public Contract Code §22034(a)): Publication Date: April 15, 2024

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: CE 12565900239

KNOW ALL MEN BY THESE PRESENTS that we, N G Builders, 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 One Hundred Fifty Three Thousand Five Hundred Thirty-Three Dollars ($ 153,533) 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 **June 13, 2024**, for construction of

the Bridges Academy Site Improvements, located at 1325 53rd Avenue, Oakland, CA, (the "Contract"). The Scope of work consists Demo existing play structure (include footings) and play matting. Approx. 2,700 sqft. Remove existing (10) 8'x4'x2' planter boxes. Remove existing 3" layer of mulch. Approx. 1,000 sqft. Demo existing 4ft chain link fence. Approx. 105 linear foot. Furnish and Install New Fence: The scope of work includes furnishing and installing a new fence that is 4 feet high and spans 105 feet in length. The construction materials should comprise both wood and steel mesh, incorporating a single entry through a 4-foot wide gate. Please ensure the proposal accounts for all materials, labor, and any additional requirements to complete this installation as specified. The fence must be sturdy. Please reference photo of a wooden fence included. Use this photo as a visual guide to inform your bid. The photo is intended to provide clarity on the quality, design, and style of fence we are aiming to replicate. Install new irrigation for new (8) planter boxes. Planter boxes is furnished and installed by Others. Install new seal coating throughout. Approx. 10,000 sqft. Wall surface preparations to receive mural(s). Approx. 4,000 sqft surface. This includes the following: Pressure wash surface, wall patching, apply primer, apply top/main coat. Apply seal coating once mural work is complete. Approx. '1,000 sqft surface. Please Note: Site underground utilities scanning and topographic survey will be issued to Contractor prior to start of work. SofSurfaces play matting tile will be furnished through OUSD. Contractor to only include cost for installation. The date for receiving and staging play matting materials will be coordinated with the Contractor. Please Note: During the bid opening, either Alternate #1 or Alternate #2 will be selected. This decision will guide the subsequent steps in the project execution.

Inclusions: Area of work must be fenced off to ensure a safe working environment on site. Materials should also be staged within a fenced area. Materials and debris generated during construction must be hauled off site after the work is completed. Must provide your own dumpster. Site must be scrubbed, and pressure washed after the completion of

contractor's work. Must have Sof Surfaces play matting installation certification. Only applicable for ADD

Add alternate #1: Playground with Play Matting Surface Demo existing 4" asphalt layer. Approx. 3,500 sqft., Install new 4" asphalt layer. Approx. 4,500 sqft. Install new (2ft x 2ft) square shaped play matting tiles. Approx. 4,500 sqft. Post-work inspections will be coordinated with a firm provided by OUSD. Deliveries must be coordinated with OUSD.

Add alternate #2: Playground with Engineer Wood Fiber Surface Demo existing 4" asphalt layer. Approx. 3,500 sqft., Remove existing 20" of compacted soil. Approx. 280 cubic yard. Install new 4" drain rock Approx. 4,500 sqft.,Install new 4" french drain. Coordinate location with OUSD.

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that 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 17th day of May, 2024, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety,)

(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

_____
(Individual Principal)

_____
(Business Address)

(Affix Corporate Seal)

N G Builders
(Corporate Principal)

3100 Dutton Ave, Ste 223, 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 19007
(Business Address)

_____

By: _____

Gary T. Eastman, Attorney-in-Fact

The rate of premium on this bond is $30 per thousand.

The total amount of premium charged is 4606.

The above must be filled in by Corporate Surety.

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: CE 12565900239

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 Builders, 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 Bridges Academy Site Improvements, located at 1325 53rd Avenue, Oakland, CA, (the "Contract"). The Scope of work consists of Demo existing play structure (include footings) and play matting. Approx. 2,700 sqft. Remove existing (10) 8'x4'x2' planter boxes. Remove existing 3" layer of mulch. Approx. 1,000 sqft. Demo existing 4ft chain link fence. Approx. 105 linear foot. Furnish and Install New Fence: The scope of work includes furnishing and installing a new fence that is 4 feet high and spans 105 feet in length. The construction materials should comprise both wood and steel mesh, incorporating a single entry through a 4-foot wide gate. Please ensure the proposal accounts for all materials, labor, and any additional requirements to complete this installation as specified. The fence must be sturdy. Please reference photo of a wooden fence included. Use this photo as a visual guide to inform your bid. The photo is intended to provide clarity on the quality, design, and style of fence we are aiming to replicate. Install new irrigation for new (8) planter boxes. Planter boxes is furnished and installed by Others. Install new seal coating throughout. Approx. 10,000 sqft. Wall surface preparations to receive mural(s). Approx. 4,000 sqft surface. This includes the following: Pressure wash surface, wall patching, apply primer, apply top/main coat. Apply seal coating once mural work is complete. Approx. '1,000 sqft surface. Please Note: Site underground utilities scanning and topographic survey will be issued to Contractor prior to start of work. SofSurfaces play matting tile will be furnished through OUSD. Contractor to only include cost for installation. The date for receiving and staging play matting materials will be coordinated with the Contractor. Please Note: During the bid opening, either Alternate #1 or Alternate #2 will be selected. This decision will guide the subsequent steps in the project execution.

Inclusions: Area of work must be fenced off to ensure a safe working environment on site. Materials should also be staged within a fenced area. Materials and debris generated during construction must be hauled off site after the work is completed. Must provide your own dumpster. Site must be scrubbed, and pressure washed after the completion of contractor's work. Must have Sof Surfaces play matting installation certification. Only applicable for ADD

Add alternate #1: Playground with Play Matting Surface Demo existing 4" asphalt layer. Approx. 3,500 sqft., Install new 4" asphalt layer. Approx. 4,500 sqft. Install new (2ft x 2ft) square shaped play matting tiles. Approx. 4,500 sqft. Post-work inspections will be coordinated with a firm provided by OUSD. Deliveries must be coordinated with OUSD.

Add alternate #2: Playground with Engineer Wood Fiber Surface Demo existing 4" asphalt layer. Approx. 3,500 sqft., Remove existing 20" of compacted soil. Approx. 280 cubic yard. Install new 4" drain rock Approx. 4,500 sqft.,Install new 4" french drain. Coordinate location with OUSD.

which said agreement dated **June 13, 2024**, 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 One Hundred Fifty Three Thousand Five Hundred Thirty-Three Dollars ($ 153,533) 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 17th day of May, 2024.

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

N G Builders
Principal

3100 Dutton Ave, Ste 223, Santa Rosa CA 95407

Philadelphia Indemnity Insurance Company
Surety
One Bala Plaza, 231 St. Asaphs Rd, Bala Cynwyd PA 19007

By: _____
Attorney-in-Fact

Gary T. Eastman

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 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 17th day of May, 2024

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT BY SURETY

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

Now on this 17th day of May, 2024, personally appeared before me in the county aforesaid, Gary 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.

Taylor Barnes
Notary Public

My Commission Expires:

TAYLOR BARNES
Notary Public, State of Kansas
My Appointment Expires

TAYLOR BARNES
Notary Public, State of Kansas
My Appointment Expires
01/05/2027

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School:	Bridges Academy	Date:	Monday, April 29, 2024
Project:	Site Improvements	Time:	2:00 p.m.
Project #:	24114	Project Mgr:	Muhanad Amous
Estimate:	$ 55,000.00	Architect:	N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	N G Builders	Base Bid:	$ 75,033.00		**Required Day of Bid:**	
Address:	3100 Dutton Avenue, Suite #223	Allowance:	$ 10,000.00		Signed Bid Form	X
	Santa Rosa, CA 95407	**TOTAL:**	$ 85,033.00		Addendum Acknow.	X
Phone:	707-852-5046	Alternates: (1)	$ 68,500.00		Bid Bond	X
Fax:		Alternates: (2)	$ 63,325.00		Non-Collusion	X
					Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	X
			2:01 p.m.	4/29/2024	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	
			2:05 p.m.	4/29/2024		

Company:	Redgwick Construction, Co.	Base Bid:	$ 204,930.00		**Required Day of Bid:**	
Address:	21 Hegenberger Court	Allowance:	$ 10,000.00		Signed Bid Form	X
City/State:	Oakland, CA 94621	**TOTAL:**	$ 214,930.00		Addendum Acknow.	X
Phone:	510-792-1727	Alternates: (1)	$ 62,400.00		Bid Bond	X
Fax:	510-792-1728	Alternates: (2)	$ 58,100.00		Non-Collusion	X
					Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	X
			1:20 p.m.	4/29/2024	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	
			2:11 p.m.	4/29/2024		

Company:	KM 106 Construction, Inc.	Base Bid:	$ 106,689.00		**Required Day of Bid:**	
Address:	1400 Egbert Avenue	Allowance:	$ 10,000.00		Signed Bid Form	X
City/State:	San Francisco, CA 94124	**TOTAL:**	$ 116,689.00		Addendum Acknow.	X
Phone:	510-512-6799	Alternates: (1)	$ 83,300.00		Bid Bond	X
Fax:	510-880-4709	Alternates: (2)	$ 65,000.00		Non-Collusion	X
					Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	X
			12:58 p.m.	4/29/2024	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	
			2:23 p.m.	4/29/2024		

Company:		Base Bid:			**Required Day of Bid:**	
Address:		Allowance:			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	

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 N G Builders, 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 **Bridges Academy Site Improvement Project, located at 1325 53rd Avenue, Oakland, (the "Contract"),** The following scope of work will be as follows Demo existing play structure (include footings) and play matting. Approx. 2,700 sqft. Remove existing (10) 8'x4'x2' planter boxes. Remove existing 3" layer of mulch. Approx. 1,000 sqft. Demo existing 4ft chain link fence. Approx. 105 linear foot. Furnish and Install New Fence: The scope of work includes furnishing and installing a new fence that is 4 feet high and spans 105 feet in length. The construction materials should comprise both wood and steel mesh, incorporating a single entry through a 4-foot wide gate. Please ensure the proposal accounts for all materials, labor, and any additional requirements to complete this installation as specified. The fence must be sturdy. Please reference photo of a wooden fence included. Use this photo as a visual guide to inform your bid. The photo is intended to provide clarity on the quality, design, and style of fence we are aiming to replicate. Install new irrigation for new (8) planter boxes. Planter boxes is furnished and installed by Others. Install new seal coating throughout. Approx. 10,000 sqft. Wall surface preparations to receive mural(s). Approx. 4,000 sqft surface. This includes the following: Pressure wash surface, wall patching, apply primer, apply top/main coat. Apply seal coating once mural work is complete. Approx. '1,000 sqft surface. Please Note: Site underground utilities scanning and topographic survey will be issued to Contractor prior to start of work. SofSurfaces play matting tile will be furnished through OUSD. Contractor to only include cost for installation. The date for receiving and staging play matting materials will be coordinated with the Contractor. Please Note: During the bid opening, either Alternate #1 or Alternate #2 will be selected. This decision will guide the subsequent steps in the project execution.

Inclusions: Area of work must be fenced off to ensure a safe working environment on site. Materials should also be staged within a fenced area. Materials and debris generated during construction must be hauled off site after the work is completed. Must provide your own dumpster. Site must be scrubbed, and pressure washed after the completion of contractor's work. Must have Sof Surfaces play matting installation certification. Only applicable for ADD

Add alternate #1: Playground with Play Matting Surface Demo existing 4" asphalt layer. Approx. 3,500 sqft., Install new 4" asphalt layer. Approx. 4,500 sqft. Install new (2ft x 2ft) square shaped play matting tiles. Approx. 4,500 sqft. Post-work inspections will be coordinated with a firm provided by OUSD. Deliveries must be coordinated with OUSD.

ALTERNATE ITEM NO. 1: Sixty eight thousand five hundred Dollars	$ 68,500
ALTERNATE ITEM NO. 2: Sixty three thousand three hundred twenty five Dollars	$ 63,325

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:
N 6 Builders 3100 Dutton Ave Suite 223 Santa Rosa CA 95407

Our Public Liability and Property Damage Insurance is placed with:
Kinsale Insurance Company

Our Workers' Compensation Insurance is placed with:
Acow spring insurance

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.

Add alternate #2: Playground with Engineer Wood Fiber Surface Demo existing 4" asphalt layer. Approx. 3,500 sqft., Remove existing 20" of compacted soil. Approx. 280 cubic yard. Install new 4" drain rock Approx. 4,500 sqft.,Install new 4" french drain. Coordinate location with OUSD.
The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

Bid Amount (Base Bid):

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

Seventy five thousand thirty three Dollars *Bid Amount Without Contingency Allowance*	$ 75,033.00
Ten Thousand Dollars *Total of Allowances (see Section IV of Agreement)*	$10,000.00
Eight five thousand thirty three Dollars *Total Base Bid Amount*	$85,033.00
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

Alternate Bid Scopes:

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

ALTERNATE ITEM NO. 1: Playground with Play Matting Surface Demo existing 4" asphalt layer. Approx. 3,500 sqft., Install new 4" asphalt layer. Approx. 4,500 sqft. Install new (2ft x 2ft) square shaped play matting tiles. Approx. 4,500 sqft. Post-work inspections will be coordinated with a firm provided by OUSD. Deliveries must be coordinated with OUSD.

ALTERNATE ITEM NO. 2: Playground with Engineer Wood Fiber Surface Demo existing 4" asphalt layer. Approx. 3,500 sqft., Remove existing 20" of compacted soil. Approx. 280 cubic yard. Install new 4" drain rock Approx. 4,500 sqft.,Install new 4" french drain. Coordinate location with OUSD.

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

Addendum No. 1	Date 4/25/24	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: N G Builder

Business Address: 3100 Dutton Ave Suite 223

Telephone Number: 707-852-5046

California Contractor License No.: 1078311

Class and Expiration Date: B 7/31/2025

Public Works Contractor Registration No.: 1000874885

State of Incorporation, if Applicable: N/A

INDIVIDUAL:

Dated: April 29, 2024

Nicholas Gutierrez
_____ (*Name*)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: _____, 20__

_____
_____ (*Name*)
General Partner

CORPORATION:

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: Check 01

KNOW ALL MEN BY THESE PRESENTS that we the undersigned N 6 Builders as Principal and N 6 Builders as Surety, are hereby held and firmly bound unto the Oakland Unified School District ("Owner") in the sum of eight thousand five hundred three 3500 Dollars ($ 8,503.30) 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 Bridges Acadamy 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 29 day of April, 2024, the name and corporate party being hereto affixed and these presents duly signed by its

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

(Notary Seal)

N 6 Builder
(Principal)

3100 Dutton Ave Suite 223
(Business Address)

Santa Rosa CA 95407

N 6 Builder
(Corporate Surety)

3100 Dutton Ave Suite 223
Business Address)

By: Nicholas Gutierrez
(owner)

The rate or premium of this bond is ten percent per thousand, the total amount of premium charged, $ 85,033.00 .

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

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

PROJECT: Bridges Academy Site Improvements (Project Name)

PROJECT NO: 24114 BIDDER'S NAME N 6 Builders

DIR 10 Digit Registration No: 1000874885

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

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

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

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

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

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

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

Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
Installation of tiles	35,104.72	SOF Surfaces 800-263-2363	4383 Discovery Lane Petaluma CA	1049873	1000062451

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 29, 2024, at Santa Rosa [*city*], CA [*state*].

Signature: _____

Print Name: Nicholas Gutierrez

Title: Owner

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: **Bridges Academy Site Improvements**
Check option that applies:

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

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

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

Date: 4/29/24

Proper Name of Bidder: N G Builder

Signature:

Print Name: Nicholas Gutierrez

Title: Owner

END OF DOCUMENT

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Bridges Academy Site Improvements

The undersigned declares:

I am the Owner of N G Builders, 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 April 29, 2024, at Santa Rosa [*city*], CA [*state*].

Signature

Nicholas Gutierrez
Print Name

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.

N 6 Builders
Name of Contractor

Signature

Nicholas Gutierrez
Print Name

4/29/24
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. 24114 between Oakland Unified School District ("District") and N G Builder ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

Date: 4/29/24

Proper Name of Contractor: N G Builder

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. Builder
Name of Contractor

Signature

Nicholas Gutierrez
Print Name

4/29/24
Date

TOBACCO-FREE ENVIRONMENT CERTIFICATION
DOCUMENT 00 42 01

PROJECT NO. 24114 ("Project") between Oakland Unified School District (the "District" or the "Owner") and N6 Builder (the "Contractor" or the "Bidder").

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

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

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

Date: 4/29/24

Proper Name of Contractor: N 6 Builder

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: 4/29/24

Proper Name of Contractor: N G Builder

Signature:

Print Name: Nicholas Gutierrez

Title: owner

LEAD-BASED MATERIALS CERTIFICATION
DOCUMENT 00 42 03

PROJECT/CONTRACT NO. 24114 between Oakland Unified School District ("District") and P & Builder ("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: 4/29/24

Proper Name of Contractor: N G Builder

Signature:

Print Name: Nicholas Gutierrez

Title: Owner

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION
DOCUMENT 00 42 04

PROJECT NO. 24114 ("Project") between Oakland Unified School District (the "District" or the "Owner") and N 6 Builder (the "Contractor" or the "Bidder").

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

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

Certification of:
- ☐ Delivery Firm/Transporter
- ☐ Wholesaler
- ☐ Distributor
- ☑ Supplier
- ☐ Broker
- ☐ Other _____
- ☐ Manufacturer
- ☐ Retailer

Type of Entity:
- ☑ Corporation
- ☐ Limited Partnership
- ☐ Sole Proprietorship
- ☐ General Partnership
- ☐ Limited Liability Company
- ☐ Other _____

Name of firm ("Firm"): BEE Green recycling & Supply

Mailing address: 725 Julie Ann Way Oakland CA 94621

Addresses of branch office used for this Project: 725 Julie Ann Way Oakland CA

If subsidiary, name and address of parent company: N/A

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

Date: 4/29/24

Proper Name of Contractor: N 6 Builder

Signature: [signature]

Print Name: Nicholas Gutierrez

Title: Owner

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS
(Education Code Section 45125.2)
DOCUMENT 00 43 00

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. 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. Therefore, 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: 4/29/24

Signature

Name: Nicholas Gutierrez

Title: Owner

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

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

> (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19)

Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM FOR CONSTRUCTION CONTRACTS

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

Contractor Firm Name: N G Builder
Supervisor/Foreman Name: Nicholas Gutierrez
Start Date: 4/29/24
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

I am an owner or officer of Contractor authorized to sign this document on behalf of Contractor. Contractor acknowledges that the Owner has determined that Contractor's employees, or that Contractor as a sole proprietor, will have more than limited contact with students. Therefore, in order to comply with Education Code section 45125.2, Contractor will use the following methods to ensure student safety (check at least one):

X A physical barrier will be installed at the worksite to limit contact with pupils.

[ ] Contractor is not a sole proprietorship, and its employees will be continually monitored and supervised by one of its employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:
Nicholas Gutierrez - owner

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

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

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

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

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

Dated: 4/29/24

Signature:
Typed Name: Nicholas Gutierrez
Title: Owner
Contractor: N G Builder

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: Bridges Academy Site Improvements Project

I, Nicholas Gutierrez, declare that I am the owner *[insert title]* of NG Builder, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit Bridges Academy *[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 *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on April 29 2024, at Santa Rosa, CA *[state]*.

Date: 4/29/24

Signature
Print Name: Nicholas Gutierrez
Print 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 Name

Signature of Authorized Representative

3100 Dutton Ave Suite 223
Address

Nicholas Gutierrez
Type or Print Name

707 852-5046 5/2/24
Area Code Phone Date

Nicholas Gutierrez
Type or Print Name

END OF DOCUMENT

QUESTIONNAIRE REGARDING QUALIFICATIONS AND EXPERIENCE DOCUMENT 00 21 00

The Bridges Academy Site Improvements Project Contract for the Oakland Unified School District ("Owner")

With its bid on this contract, each bidder must submit complete answers and information in response to the following questions and requests. Attach as many pages of explanation and documents as necessary.

1. If any information or answer submitted with your most recent prequalification application to the Owner is no longer complete or accurate, provide all additional information so that the information or answer is complete and accurate. (If you need a copy of your most recent prequalification application, please contact the Owner.)

N/A

2. Identify all public works contracts on which you have performed work over the last **5 years** where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract (but information already provided in your most recent prequalification application or in response to Question #1 above need not be repeated here):

a. The public agency owner, its design professional, and its construction manager.

b. The contact persons at the owner, the design professional, and the construction manager.

c. The name of project.

d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, lease-leaseback, etc.).

e. The date of the owner's award of the contract to you.

f. The original scope of work in the contract.

g. The original contract price.

h. The original contract time for performance.

i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.

j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.

k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.

l. Any amounts withheld by owner from progress payments to you or release of retention to you, including the amount withheld and the each basis for the withholding.

2) a) Russian River Rec & park

b) Nathan Junge - 707-869-9184 - rec. park @ gmail.com

c) vacation beach Improvements

D) single prime

e) 7/20/23

f) Demo site

g) 153,000

h) 3 months

I) N/A

J) N/A

K) N/A

L) N/A

m) N/A

n) N/A

o) N/A

p) 15,000

3) a) on time

b) permit from district

4) A) N/A all payments on time

b) N/A

c) N/A

m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.

n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.

o. A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.

p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.

3. Of the contracts identified in response to Question #2, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract:

a. Number of days from original completion deadline to full and final completion of your work on the project as required by the contract.

b. All reasons for the delay in completion, including delay for which you were responsible.

4. Of the contracts identified in response to Question #2, above, identify each contract where a Civil Wage and Penalty Assessment ("CWPA") or Determination of Civil Penalty ("DCP") was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that contract:

a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.

b. A copy of each CWPA and DCP.

c. Reasons for the issuance of each CWPA and DCP.

5. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:

a. NA

b. NA

6. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:

a. NA

b. NA

7. Of the contracts identified in response to Question #2, above, identify each contract where the public agency owner or one or more of its representatives for the contract are

contractually or legally prohibited from speaking to the Owner about any aspects of the contract, including the following information for each such contract:

a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner.

b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract.

c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract.

NOTICE TO BIDDERS
DOCUMENT 00 11 11 - CUPCCAA

Notice is hereby given that the Oakland Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the bid opening for the award of a contract to construct the ("Contract"), **Project No. 24114**

Bridges Academy Site Improvements
1325 53rd Avenue, Oakland, CA 94601

as per the Contract Documents, including the drawings and specifications.

Project consists of:

The scope of work consists of Demo existing play structure (include footings) and play matting. Approx. 2,700 sqft. Remove existing (10) 8'x4'x2' planter boxes. Remove existing 3" layer of mulch. Approx. 1,000 sqft. Demo existing 4ft chain link fence. Approx. 105 linear foot. Furnish and Install New Fence: The scope of work includes furnishing and installing a new fence that is 4 feet high and spans 105 feet in length. The construction materials should comprise both wood and steel mesh, incorporating a single entry through a 4-foot wide gate. Please ensure the proposal accounts for all materials, labor, and any additional requirements to complete this installation as specified. The fence must be sturdy. Please reference photo of a wooden fence included. Use this photo as a visual guide to inform your bid. The photo is intended to provide clarity on the quality, design, and style of fence we are aiming to replicate. Install new irrigation for new (8) planter boxes. Planter boxes is furnished and installed by Others. Install new seal coating throughout. Approx. 10,000 sqft. Wall surface preparations to receive mural(s). Approx. 4,000 sqft surface. This includes the following: Pressure wash surface, wall patching, apply primer, apply top/main coat. Apply seal coating once mural work is complete. Approx. '1,000 sqft surface. Please Note: Site underground utilities scanning and topographic survey will be issued to Contractor prior to start of work. SofSurfaces play matting tile will be furnished through OUSD. Contractor to only include cost for installation. The date for receiving and staging play matting materials will be coordinated with the Contractor. Please Note: During the bid opening, either Alternate #1 or Alternate #2 will be selected. This decision will guide the subsequent steps in the project execution.

Inclusions: Area of work must be fenced off to ensure a safe working environment on site. Materials should also be staged within a fenced area. Materials and debris generated during construction must be hauled off site after the work is completed. Must provide your own dumpster. Site must be scrubbed, and pressure washed after the completion of contractor's work. Must have Sof Surfaces play matting installation certification. Only applicable for ADD

Add alternate #1: Playground with Play Matting Surface Demo existing 4" asphalt layer. Approx. 3,500 sqft., Install new 4" asphalt layer. Approx. 4,500 sqft. Install new (2ft x 2ft) square shaped play matting tiles. Approx. 4,500 sqft. Post-work inspections will be coordinated with a firm provided by OUSD. Deliveries must be coordinated with OUSD.

Add alternate #2: Playground with Engineer Wood Fiber Surface Demo existing 4" asphalt layer. Approx. 3,500 sqft., Remove existing 20" of compacted soil. Approx. 280 cubic yard. Install new 4" drain rock Approx. 4,500 sqft.,Install new 4" french drain. Coordinate location with OUSD.

Engineer's Estimate: $55,000.00

Project Manager is Muhanad Amous, who can be reached at: muhanad.amous@ousd.org or 408-613-5703.

The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined. The lowest bid shall be determined by the amount of the base bid.

This Contract ***is not*** subject to prequalification pursuant to Public Contract Code section 20111.6.

This Contract is ***not*** subject to the District's Project Labor Agreement. The full version of OUSD's latest Project Labor Agreement can be found by going to the OUSD home page: https://www.ousd.org/facilities-planning-management-department/opportunities

Contract Documents will be available for review on or after **April 18, 2024**, at **East Bay Blue Print, located at 1745 14th Avenue, Oakland, CA 94606.** All requests should be addressed Attention: Sandy Petty. Plans can be ordered by:

Ph: 510-261-2990 Fax: 510-261-6077 Email: ebbp@eastbayblueprint.com, Attn: Sandy. Online using the Plan Command System at www.eastbayblueprint.com or plans can be delivered to a place of business, at requester's own expense. Payment for plan sets must be made with East Bay Blue Print and are **NON-REFUNDABLE**

In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

Builder's Exchange of Alameda County
McGraw Hill Construction Data
San Francisco Builder's Exchange
Reed Construction Market Data
Contra Costa Builder's Exchange
Marin Builder's Exchange

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 and proof of registration is provided.

The Contract Time shall be forty-eight (48) calendar days, and liquidated damages for delay shall accrue.

Bids must be sealed and filed at

Front Desk
Facilities Planning & Management, 955 High Street, Oakland, CA 94601

on **April 29, 2024, before 2:00 p.m**. on the clock designated by the Owner or its representative as

OAKLAND UNIFIED SCHOOL DISTRICT

Facilities Planning & Management
955 High Street
Oakland, CA 94601

Ph: 510-535-7044
Fax: 510-535-7040
Juanita.Hunter@ousd.org

Contractor Registration Form

California Uniform Public Construction Cost Accounting Act

The Oakland Unified School District ("District") elected to become subject to the California Uniform Public Construction Cost Accounting Act ("CUPCCAA"). The District hereby invites all licensed contractors who can meet the District's pre-qualification requirements to submit information for inclusion on the District's qualified bidder's list for CUPCCAA work in the following areas:

- Class A – **General Engineering Contractors**;
- Class B – **General Building Contractors**;
- Class C – **Specialty contractors**, including, but not limited to:
  - Insulation and Acoustical; Boiler and Hot-water Heating; Framing and Rough Carpentry: Cabinet, Millwork and Finish Carpentry; Low Voltage Systems; Concrete: Electrical; Elevator: Earthwork and Paving; Fencing; Flooring; Fire Protection; Glazing; HVAC; Building Moving/Demolition; Ornamental Metal; Landscaping, Lock and Security Equipment, Painting, Plumbing, Refrigeration, Roofing, Signs; etc.;
- Class C--**Limited Specialty Classifications**, including, but not limited to:
  - Elevated Floors; Synthetic Products; Hardware, Locks and Safes: Machinery and Pumps; Doors, Gates, and Activating Devises; Paperhanging; pole Installation and Maintenance; Prefabricated Equipment; Pool and Spa Maintenance; Tree Service; Window Coverings; Hydro seed Spraying; Construction Cleanup; etc.; and
- **Communication Systems**, including Telephone and Data.

This notice requires contractors to provide the following information:		
Company Name: N G Builders	Contact Name: Josie Marruto	
Address: 3100 Dutton Ave Suite 223	Phone No.: 707-852-5046	Fax No.:
City, State, Zip: Santa Rosa CA 95407	Email Address: josie@ng builders.llc	
Type of Work Licensed to perform: Demo, Remodel, Renovation, new builds. anything falling under Class-B Lic.	License Classification(s): Class B	
	License No.: 1078311	License Expiration Date: 7/31/25

Contractor Registration forms can be sent via fax, or by email to:
Oakland Unified School District
Division of Facilities Planning and Management
955 High Street, Oakland, CA 94601

Attn: Juanita Hunter, Bid Coordinator

Fax: 510.535.7040
Email: Juanita.hunter@ousd.org

For questions, please call Ms. Hunter, at 510-535-7044

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. DVBE Worksheet (if DVBE is required; see above).~~
    o. Proof of Registration per Labor Code §1725.5.

As discussed below, the following documents must be submitted prior to award and within ten (10) days of issuance of the Notice of Intent to Award:

p. Performance Bond.
q. Payment Bond.
r. Insurance Certificates.
~~s. Letter of Assent to Project Labor Agreement.~~

As discussed below, the following documents must be submitted within ten (10) days after receipt of Notice of Award of the Contract or before commencement of the Work, whichever is earlier:

t. Signed Agreement
u. Drug-Free Workplace Certification.
v. Student Contact Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement Form).
w. Additional Insured and Other Required Endorsements.
x. Insurance Declaration Pages.
~~y. Buy American Certification.~~
z. Bid Documentation to Be Held in Escrow.
aa. Roof Project Certification (if required).
bb. Workers' Compensation Certification.
cc. Asbestos & Other Hazardous Materials Certification.
dd. Lead-Based Materials Certification.
ee. Prevailing Wage and Related Labor Requirements Certification.
ff. Tobacco-Free Environment Certification.
gg. Imported Materials Certification.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof.

A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

Unless otherwise required by law, no bidder may withdraw its bid for a period of ninety (90) days after the date set for the opening thereof or any extension thereof. The Owner reserves the right to take more than thirty (30) days to make a decision regarding the rejection of the bid or the award of the Contract.

OPENING OF BIDS:

Opening of bids in public shall be at Owner's discretion, as set forth in the Notice to Bidders.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2024

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
NGBUILD-01

INSURED
Nicholas Gutierrez DBA: N G Builders
1015 Stanislaus Way
Santa Rosa, CA 95401

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 : Clear Spring Property and Casualty Company	15563
INSURER C : California Automobile Insurance Co	38342
INSURER D : Kinsale Insurance Company	38920
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 432787389 **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	Y		NXTOGICJ4P-02-GL	7/6/2023	7/6/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BA040000083490	9/5/2023	9/5/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	UMBRELLA LIAB X OCCUR			0100267651-0	11/6/2023	7/6/2024	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		CWC00036802	7/3/2023	7/3/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include the following as insureds:

1. Lessor of Leased Equipment

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

No such person or organization is an insured under this section:

a. Upon expiration or termination of their contract or agreement with you for such leased equipment ends;

b. For any “bodily injury” or “property damage” caused by an "occurrence" which takes place after expiration or termination of their contract or agreement with you; or

c. For any “personal and advertising injury” caused by an "offense" which takes place after expiration or termination of their contract or agreement with you.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you.

No such person or organization is an insured under this section for any:

a. For “bodily injury” or “property damage” caused by an "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Grantor of Franchise

Any person or organization (referred to below as grantor of a franchise) with whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of " liability as grantor of a franchise to you

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III LIMITS OF INSURANCE**:

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

C. With respect to the provisions of this endorsement, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance**:

Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Bridges Academy Site Improvement Project	Site	178

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	Next Generation of Builders LLC	Agency's Contact	Josie Marrufo				
OUSD Vendor ID #	_____	Title					
Street Address	3100 Dutton Avenue, Suite 223	City	Santa Rosa	State	CA	Zip	95407
Telephone	707-494-3159	Policy Expires					
Contractor History	Previously been an OUSD contractor? ☐ Yes ☒ No		Worked as an OUSD employee? ☐ Yes ☒ No				
OUSD Project #	24114						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-13-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	08-21-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$153,533.00	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
007/2600/900	Fund 1	010-0007-0-9000-8500-6274-178-9130-0092-9999-24114 010-2600-0-9000-8500-6274-913-9220-0092-9999-24114	6274	$153,533.00

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 Jeff Chatman (May 19, 2024 19:07 PDT)	Date Approved	May 19, 2024	
2.	General Counsel, Facilities			
	Signature James Traber	Date Approved	5/16/24	
3.	Chief Systems & Services Officer, Facilities Planning and Management			
	Signature Preston Thomas (May 20, 2024 08:13 PDT)	Date Approved	May 20, 2024	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT