

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	24- 3144
Introduction Date	01-22-2025
Enactment Number	
Enactment Date	



# Memo

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

**Board Meeting Date** January 22, 2025

**Subject** Change Order No. 1 to Agreement Between Owner and Contractor – Native Soil, Inc.- Reach Academy Site Improvements Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Change Order No. 1 to Agreement Between Owner and Contractor, by and between the **District** and **Native Soil, Inc., Oakland, CA**, for the latter to provide additional construction services, which PCO No. 1, provides a detailed description of the required work for approval for the **Reach Academy Site Improvements Project**, in the not-to-exceed amount of **\$106,022.00**, increasing the contract price from **\$393,000.00** to **\$499,022.00**. All other terms and conditions of the Agreement remain in full force and effect.

**Discussion** This Change Order is for Reach Academy Site Improvements Project for additional construction and installation services, which include PCO No. 1 to be approved for various contract changes.

**LBP (Local Business Participation Percentage)** 00.0%

**Recommendation** Approval by the Board of Education of Change Order No. 1 to Agreement Between Owner and Contractor, by and between the District and Native Soil, Inc., Oakland, CA, for the latter to provide additional construction services, which PCO No. 1, provides a detailed description of the required work for approval for the Reach Academy Site Improvements Project, in the not-to-exceed amount of \$106,022.00, increasing the contract price from \$393,000.00 to \$499,022.00. All other terms and conditions of the Agreement remain in full force and effect.

**Fiscal Impact** Fund 01 General Fund

**Attachments**

- Change Order No. 1 and Other Documents
- File ID 24-1877



Department of Facilities Planning and Management

## CHANGE ORDER

Owner: Oakland Unified School District  
Project: Reach Academy Site Improvement  
School: Reach Academy  
Contractor: Native Soil

Change Order No.: CO 1/ PCO 1

Date: December 10, 2024

DSA File No.: N/A \_\_\_\_\_  
DSA Application No.: N/A \_\_\_\_\_  
OUSD Project #: 24114  
Project Manager: Muhanad Amous

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

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary): Demo of asphalt under play matting; haul off additional soils; additional layer of seal coating; install new curb and new PIP drain box; install metal edging around trees; repair irrigation in the nature exploration area; install new trees in TK area; install drain rock and logs in nature exploration area; install additional privacy screening around schoolyard; and up charge on the supreme pour in place safety surface. **AED #1 accounts for \$48,000 of this PCO.**

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$106,022.00

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

Director Initials MA



Department of Facilities Planning and Management

**SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:**

Original Contract Price (include all special and contingency allowances):	\$393,000.00 _____
Prior Change Orders:	+ \$0 _____
Total Contract Price Prior to this Change Order	= \$0 _____
This Change Order's Adjustment:	+ \$106,022.00 _____
Adjusted Contract Price (include all special and contingency allowances):	= \$499,022.00 _____
 Current Change Order's Percentage of Original Contract Price:	 _____ 27%
Total Change Orders' Percentage of Original Contract Price:	_____ 27%

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

**SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:**

Original contract completion deadline:	September 28, 2024
Time extensions granted in prior change orders:	+ 0 Calendar Days
Time extension granted in this change order:	+ 0 Calendar Days
Adjusted contract completion deadline:	=September 28,2024



Department of Facilities Planning and Management

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

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

<p><b>Approved:</b> <b>Architect of Record</b></p> <p>N/A</p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p><b>Approved as to Form:</b> <i>James Traber</i></p> <p><b>OUSD Facilities Counsel</b></p> <p>Date: <b>12/18/2024</b></p>	<p><b>Approved and Agreed:</b> <b>General Contractor</b></p> <p>Emmanuel Gomez</p> <p>Print Name: _____</p> <p>DocuSigned by: _____</p> <p>Signature: _____</p> <p>12/10/2024</p> <p>Date: _____</p>	<p><b>Approved and Agreed:</b></p> <p><i>K. Chetani</i> (10)</p> <p>Executive Director, Facilities</p> <p>12/11/24</p> <p>Date: _____</p> <hr/> <p><i>[Signature]</i></p> <p>Chief of Systems &amp; Services Officer</p> <p>12/11/24</p> <p>Date: _____</p>
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319-661/7106499.1



## CHANGE ORDER REQUEST (Proposed Change Order)

### No. 1

**PROJECT:** Reach Academy Site Improvement Project  
Reach Academy School

**DATE:** DECEMBER 10, 2024

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT

**DSA FILE NO.:** N/A-\_\_\_\_\_

**CONTRACTOR:** NATIVE SOIL  
1721 Broadway Suite 201  
Oakland, CA 94612

**DSA APP NO.:** N/A-\_\_\_\_\_

**OUSD PROJECT #:** 24114

**PROJECT MANAGER:** Muhanad Amous

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

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): Demo of asphalt under play matting; haul off additional soils; additional layer of seal coating; install new curb and new PIP drain box; install metal edging around trees; repair irrigation in the nature exploration area; install new trees in TK area; install drain rock and logs in nature exploration area; install additional privacy screening around schoolyard; and up charge on the supreme pour in place safety surface. AED #1 accounts for \$48,000 of this PCO..

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$106,022.00

- If Contractor requests payment from an allowance, please indicate which allowance: AED #1

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

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

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Department of Facilities Planning and Management

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**CERTIFICATION**

I, Emmanuel Gomez [*name of declarant*], declare the following:

Native Soil [*Contractor company name*] has contracted with Oakland Unified School District [*public entity name*] for the Reach Academy Site Improvement Contract (“Contract”). Native Soil [*Contractor company name*] authorized me to prepare the attached Change Order Request (“COR”) or Allowance Expenditure Request (“AER”) for money and/or time extension for Oakland Unified School District [*public entity name*] regarding this Contract (such COR or AER being dated November 12, 2024, and entitled COR#1 and requesting 106,022 and/or 0 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at Native Soil [*Contractor company name*] regarding this COR or AER.


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

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

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for Native Soil [*Contractor company name*]) when necessary to ensure that the statements were true and correct.

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed December, 20 24, at oakland, California.

DocuSigned by:  
  
B19D1DC3AECB4FB... [signature]  
Emmanuel Gomez [*name of declarant*]

319-661/7106498.1

QTY		UNIT	DESCRIPTION	
<b>Project Name:</b>		<i>reach academy</i>		
<b>Project Location:</b>				
<b>QTY</b>		<b>UNIT</b>	<b>DESCRIPTION</b>	
2,000	sf	<b>Demo of Asphalt under Play Matting</b>		
44	cyds	asphalt demoed and off hauled		
4	cyds	demo and off haul concrete		
1	ea	repair asphalt around new curb		
				<b>\$ 23,010.00</b>
		<b>soil off haul #1</b>		
192	tons	off haul soil		
1	ea	loader		
				<b>\$ 27,741.00</b>
		<b>soil off haul #2</b>		
72	tons	off haul soil - no cost since soil was dumped at esperanza		
				<b>\$ 4,140.00</b>
		<b>Seal Coating</b>		
54,000	sf	double seal coat instead of single coat and additional tot lot area		
1,000	sf	Additional area		
				<b>\$ 29,400.00</b>
		<b>Concrete Work - New Curb / New PIP Drain Box</b>		
200	lf	new curb form and pour		
1	ea	raise drain form and pour new drain box		
				<b>\$ 7,475.00</b>
		<b>Metal Edging</b>		
200	lf	metal edging 20 pcs x 10'		
				<b>\$ 3,450.00</b>
		<b>Irrigation Repairs</b>		
1	ea	replacement of gate valve		
4	hours	quick coupler repair		
16	hours	repair of broken mainline		
				<b>\$ 2,254.00</b>
		<b>New Tree Installation at Tot Lot / Nature Area</b>		
3	36"	trees at the playground area with irrigation		
				<b>\$ 4,554.00</b>
		<b>Nature Area</b>		
20	cyds	Furnish and instal Drain Rock for various logs - BREAK DO		
10	ea	delivery and installation of 10 logs for retaining wall - 2 deliveries - built wall twice		
				<b>\$ 6,900.00</b>
		<b>Additonal Screen Fencing and Fencing</b>		
300	lf	additional screening - EXACT RECEIPT		
300	lf	additional fence for basketball court		
				<b>\$ 4,485.00</b>
		<b>Overtime Hours</b>		
275	hours	Over time Hours		
16	hours	Double Time Hours		
				<b>\$ 6,849.00</b>
		<b>Play Matting Extra</b>		
1	ea	difference for supreme play matting including mark up		
				<b>\$ 16,882.00</b>
		<b>Equipment Rental</b>		
1	ea	United Rentals - Loader Rental used for loading soil		
1	ea	United Rentals - Skidster Track Loader Rental - for loading soil		
1	ea	United Rentals - Mini Excavator Rental - for removal of asphalt		
1	ea	Prestige - Skidsteer for loading soil		
				<b>\$ 16,882.00</b>
<b>TOTAL SUM FOR PROJECT:</b>				<b>\$ 154,022.00</b>

OAKLAND UNIFIED SCHOOL DISTRICT  
REACH ACADEMY SITE IMPROVEMENTS  
PROJ #

PCO#001      ADDED WORK

To:            M. AMOUS/CM  
From:         E. Vinuya, PE/Chief Cost Estimator  
Date:         12-Nov-24

General Comments:

**1 GENERAL CONTRACTOR - NATIVE SOIL INC.**

**General Comments: Mark-ups by Native Soil should only be 15% not 20% for Seld-Performed Work.**

**General Comments: Mark-ups by Native Soil should only be 5% for Sub--Performed Work ( Integrated Concrete Construction ).**

**Overall price quotes by Native Soil appears high.**

**.Items 1, 2, 3, 5, 6, 7, 9, 10, 11 - Considering there are no breakdown, cost appears high**

**Item 4 - Seal coating is performed by Sub. Mark-ups by Native Soil should only be 5%.**

**Item 8, 12 & 13 - Cost Proposal appear reasonable.**

**Item 11 - Overtime Hours - The total manhours provided by Native Soil are for both Regular hours & Overtime hours. It is safe to assume that 50% of the total manhours are Overtime Hours. Also, all the Items listed in the Scope of Work included labor cost, therefore Native Soil is only entitled to PREMIUM COST for Overtime Rate & Double Overtime Rate, not the total hourly rates. Mark-ups for Labor Rate is only 15% not 20% as used by Native Soil.**

**2 GENERAL CONTRACTOR's COST PROPOSALS** **\$ 237,114.46**

**ESTIMATED CONSTRUCTION COST FOR THIS COST PROPOSALS** **\$ 154,022.13**



# COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**  
**REACH ACADEMY SITE IMPROVEMENTS**  
**Oakland, CA**

Project Number: 0  
 Date: 12-Nov-24

Decription : **PCO#001**  
**ADDED WORK**

Reference Drawing: **GENERAL CONTRACTOR**      Cost Proposal Provided **NATIVE SOIL**

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3				
4 \$ - Item #1	\$ -	\$ -	1	\$ 23,010.06
5 \$ - Item #2	\$ -	\$ -	2	\$ 27,740.76
6 \$ - Item #3	\$ -	\$ -	3	\$ 4,140.00
7 \$ - Item #4	\$ -	\$ -	4	\$ 29,400.00
8 \$ - Item #5	\$ -	\$ -	5	\$ 7,475.00
9 \$ - Item #6	\$ -	\$ -	6	\$ 3,450.00
10 \$ - Item #7	\$ -	\$ -	7	\$ 2,254.00
11 \$ - Item #8	\$ -	\$ -	8	\$ 4,554.00
12 \$ - Item #9	\$ -	\$ -	9	\$ 6,900.00
13 \$ - Item #10	\$ -	\$ -	10	\$ 4,485.00
14 \$ - Item #11	\$ -	\$ -	11	\$ 6,849.31
15 \$ - Item #12	\$ -	\$ -	12	\$ 16,882.00
16 \$ - Item #13	\$ -	\$ -	13	\$ 16,882.00
17	+ \$ -	+ \$ -		= \$ <b>154,022.13</b>

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**Expenses:**

Material Sales Tax..... 10.25% ..... of Total Material: Incl.  
 Rental Sales Tax..... 10.25% ..... of Total Rental: Incl.

**Subtotal - Line 7 thru 12: \$ 154,022.13**

General Contractor OH, B&IP, &P: 15.00% \* Total Cost Incl.  
 \*(Overhead, Bond & Insurance Premiums & Profit)

**Subtotal - Line 13 thru 19: \$ 154,022.13**

**Subcontractor's Cost -NONE \$ -**

**SUBTOTAL \$ -**

General Contractor OH&P on Sub Cost: 5.00% \* \$ -

**SUBTOTAL \$ 154,022.13**

Misc Expenses: Travel, Lodging, Food, Rental, etc..... \$ -

**COST ESTIMATE SUMMARY**

35	Bond & Insurace	0.00%	\$	-
36		<b>SUBTOTAL</b>	<b>\$</b>	<b>154,022.13</b>
37				
38	<b>TOTAL PROBABLE CONSTRUCTION COST -NATIVE SOIL</b>		<b>\$</b>	<b>154,022.13</b>

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## Detailed Estimate

REACH ACADEMY SITE IMPROVEMENTS											
										Date: 11/12/2024	
No.	PCO#001					LABOR COST		MATERIAL COST		Total Cost	
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>GEN CONTRACTOR</b>		<b>NATIVE SOIL</b>									
<b>Project Description:</b>		<b>Demo of Asphalt Paving Under Playmatting</b>									
1	<b>SCOPE OF WORK:</b>										
2	<b>ITEM 1 - DEMO OF ASPHALT UNDER PLAYMATTING</b>										
3	Demo AC Paving	2000.00	SF						\$ 1.50	\$ 3,000	
4	Disposal of AC paving	89.67	Tons						\$ 125.00	\$ 11,209	
5	Demo concrete	4.00	CY						\$ 200.00	\$ 800	
6	Disposal of Concrete	8.00	Tons						\$ 125.00	\$ 1,000	
7	Repair asphalt around new curb	200.00	LF						\$ 20.00	\$ 4,000	
8	Subtotal									\$ 20,009	
9	Mark-ups	15%								\$ 3,001	
10	<b>TOTAL OF ITEM 1</b>									<b>\$ 23,010</b>	
11											
12	<b>ITEM 2 - SOIL OFF HAUL #1</b>										
13	Off Haul	192.00	Tons	0.00	0.00				\$ 125.64	\$ 24,122.40	
14	Loader								Included in the Equipment Rental listed below		
15	Truck Driver								Included in the Trucking rate per Hour		
16	Subtotal									\$ 24,122	
17	Mark-ups	15%								\$ 3,618	
18	<b>TOTAL OF ITEM 2</b>									<b>\$ 27,741</b>	
19											
20	<b>ITEM 3 - SOIL OFF HAUL #2</b>										
21	Off Haul to Esperanza	72.00	Tons	0.00	0.00				\$ 50.00	\$ 3,600.00	
22	Loader								Included in the Equipment Rental listed below		
23	Truck Driver								Included in the Trucking rate per Hour		
24	Subtotal									\$ 3,600	
25	Mark-ups	15%								\$ 540	
26	<b>TOTAL OF ITEM 3</b>									<b>\$ 4,140</b>	
27											
28	<b>ITEM 4 - SEAL COATING ( SUBCONTRACTOR)</b>										
29	Double Seal Coat	54000.00	SF	0.00	0.00				\$ 0.50	\$ 27,000	
30	Additional Area	1000.00	SF	0.00	0.00			1.00		\$ 1,000	
31	Subtotal									\$ 28,000	
32	Mark-ups	5%								\$ 1,400	
33	<b>TOTAL OF ITEM 4</b>									<b>\$ 29,400</b>	
34											
35	<b>ITEM 5 - CONCRETE CURB/NEW PIP DRAIN BOX</b>										
36	New curb, form & place	200.00	LF	0.00	0.00				\$ 20.00	\$ 4,000	
37	raise drain form & pour new drain box	1.00	EA	0.00	0.00			2,500.00		\$ 2,500	
38	Subtotal									\$ 6,500	
39	Mark-ups	15%								\$ 975	
40	<b>TOTAL OF ITEM 5</b>									<b>\$ 7,475</b>	
41											

## Detailed Estimate

REACH ACADEMY SITE IMPROVEMENTS											
										Date: 11/12/2024	
No.	PCO#001	No. of Units	Per	M.H. Per Unit	M. H. Total	LABOR COST		MATERIAL COST		Total Cost	
						Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>GEN CONTRACTOR</b>		<b>NATIVE SOIL</b>									
<b>Project Description:</b>		<b>Demo of Asphlat Paving Under Playmatting</b>									
42	<b>ITEM 6 -METAL EDGING</b>										
43	Metal Edging, 20 pcs x 10'	200.00	LF	0.00	0.00					\$ 15.00	\$ 3,000
44	Subtotal										\$ 3,000
45	Mark-ups	15%									\$ 450
46	<b>TOTAL OF ITEM 6</b>										<b>\$ 3,450</b>
47											
48	<b>ITEM 7 -IRRIGATION REPAIRS</b>										
49	Replace gate valve	1.00	EA	0.00	0.00					\$ 400.00	\$ 400
50	Quick coupler repair	4.00	Hrs	0.00	0.00					\$ 78.00	\$ 312
51	Repair of broken mainline	16.00	Hrs	0.00	0.00					\$ 78.00	\$ 1,248
52	Subtotal										\$ 1,960
53	Mark-ups	15%									\$ 294
54	<b>TOTAL OF ITEM 7</b>										<b>\$ 2,254</b>
55											
56	<b>ITEM 8 - NEW TREE INSTALLATION</b>										
57	New 36" Tree @ playground area	3.00	EA	0.00	0.00					\$ 1,320.00	\$ 3,960
58	Subtotal										\$ 3,960
59	Mark-ups	15%									\$ 594
60	<b>TOTAL OF ITEM 8</b>										<b>\$ 4,554</b>
61											
62	<b>ITEM 9 - NATURE AREA</b>										
63	Furnish & install drain rock	20.00	Cyd	0.00	0.00					\$ 50.00	\$ 1,000
64	Delivery & installation of logs for retaining wall	10.00	EA							\$ 500.00	\$ 5,000
65	Subtotal										\$ 6,000
66	Mark-ups	15%									\$ 900
67	<b>TOTAL OF ITEM 9</b>										<b>\$ 6,900</b>
68											
69	<b>ITEM 10 - ADDITIONAL SCREEN FENCING &amp; FENCING</b>										
70	Affitional Screening - white Cap Invoice + Installation	300.00	LF	0.00	0.00					\$ 8.00	\$ 2,400
71	Temporary Fence, Rental in one month	300.00	LF							\$ 5.00	\$ 1,500
72	Subtotal										\$ 3,900
73	Mark-ups	15%									\$ 585
74	<b>TOTAL OF ITEM 10</b>										<b>\$ 4,485</b>
75	<b>ITEM 11 - OVERTIME HOURS</b>										
76	Individual items listed below included the labor cost, (50% x premium cost) Regular OT	275.00	HRS	\$ 93.51		\$ 74.55	\$ 18.96			\$ 18.96	\$ 5,214
77	Double Time, assume 100%	16.00	HRS	\$ 120.92		\$ 74.55	\$ 46.37			\$ 46.37	\$ 742
78	Subtotal										\$ 5,956
79	Mark-ups	15%									\$ 893
80	<b>TOTAL OF ITEM 11</b>										<b>\$ 6,849</b>
81											
82	<b>ITEM 12 - PLAYMATTING EXTRA</b>										

## Detailed Estimate

REACH ACADEMY SITE IMPROVEMENTS											
										Date: 11/12/2024	
No.	PCO#001	No. of Units	Per	M.H. Per Unit	M. H. Total	LABOR COST		MATERIAL COST		Total Cost	
						Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>GEN CONTRACTOR</b>		<b>NATIVE SOIL</b>									
<b>Project Description:</b>		<b>Demo of Asphlat Paving Under Playmatting</b>									
83	Per New Quote from Robertson	5300.00	SF	\$ -		\$ -	\$ -			\$ 23.94	\$ 126,882
84	Per Original Quote from Robertson	-5300.00	SF	\$ -		\$ -	\$ -			\$ 20.79	\$ (110,187)
85	Subtotal										\$ 16,882
86	Mark-ups	15%									
87	<b>TOTAL OF ITEM 12</b>										<b>\$ 16,882</b>
88											
89											
90	<b>ITEM 13 - EQUIPMENT RENTAL</b>										
91	Bob Cat Rental ( 1 week)	1.00	Week			\$ -	\$ -			\$ 2,000.00	\$ 2,000
92	Mini Excavator / United rentals	1.00	Week	\$ -		\$ -	\$ -			\$ 5,043.36	\$ 5,043
93	Skid Steer Track Loader/United Rentals	1.00	Week	\$ -		\$ -	\$ -			\$ 2,130.53	\$ 2,131
94	Loader Wheel/United Rentals	1.00	Week	\$ -		\$ -	\$ -			\$ 1,572.74	\$ 1,573
95	Hammer/Skidsteer	1.00	Week	\$ -		\$ -	\$ -			\$ 1,934.84	\$ 1,935
93	Subtotal										\$ 12,681
94	Mark-ups	15%									\$ 1,902
95	<b>TOTAL OF ITEM 13</b>										<b>\$ 16,882.00</b>
96											
97											
98											
99											
100											
101											
102											
103	<b>SHEET TOTALS</b>				0.00	#DIV/0!	\$65.33		\$ -		\$ 44,147.16



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Reach Academy Site Improvement	<b>Site</b>	193
<b>Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.</b>			
<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

### Contractor Information

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

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	8-29-2024	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	9-28-2024
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$106,022.00
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
0007/2600	Fund 01	010-0007-0-9000-8500-6274-193-9130-0092-9999-24116 010-2600-0-9000-8500-6274-913-9220-0092-9999-24116	6274 6274	\$106,022.00

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

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities</b>				
	<b>Signature</b>	<b>Date Approved</b>	Dec 19, 2024		
	<small>Kenya Dhatman (Dec 19, 2024 10:32 PST)</small>				
2.	<b>General Counsel, Facilities</b>				
	<b>Signature</b>	<b>Date Approved</b>	12/18/2024		
3.	<b>Chief Systems &amp; Services Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>	Dec 19, 2024		
	<small>Preston Thomas (Dec 26, 2024 09:21 PST)</small>				
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			





Board Office Use: <b>Legislative File Info.</b>	
File ID Number	24-1877
Introduction Date	08-28-2024
Enactment Number	24-1526
Enactment Date	8/28/2024 CJH



## Memo (Bid Award)

**To** Board of Education

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

**Board Meeting Date** August 28, 2024

**Subject** Agreement Between Owner and Contractor – Native Soil Inc.- Reach Academy Site Improvements Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Native Soil Inc., Oakland, CA, for the latter to demolish existing play structures, existing PIP playmatting, turf area, and install new PIP play matting and nature exploration area for the **Reach Academy Site Improvements Project** in the lump sum amount of **\$393,000.00**, which includes a contingency allowance of **\$48,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **August 29, 2024**, and to be completed within thirty days (30), with an anticipated ending of **September 28, 2024**.

**Discussion** The vendor was selected through competitive bidding. (Public Contract Code§2207).

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

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Native Soil Inc., Oakland, CA, for the latter to demolish existing play structures, existing PIP playmatting, turf area, and install new PIP play matting and nature exploration area for the Reach Academy Site Improvements Project in the lump sum amount of \$393,000.00, which includes a contingency allowance of \$48,000.00, as the lowest responsive bidder, with the work anticipated to commence on August 29, 2024, and to be completed within thirty days (30), with an anticipated ending of September 28, 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.** 24-1877

**Department:** Facilities Planning and Management

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

**Project Name:** Reach Academy Site Improvements Project

**Project No.:** 241161

**Contract Term:** Intended Start: August 29, 2024

Intended End: September 28, 2024

**Total Cost Over Contract Term:** \$393,000.00

**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?**

Native Soil, Inc., was selected by the District as the lowest responsible and responsive bid.

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

Native Soil, Inc., will demolish existing play structures, existing PIP play matting, turf area, and install new PIP play matting and nature exploration area for the Reach Academy Site Improvements Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

[Empty text box for answer to question 1]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

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 **August 29, 2024**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **Native Soil Inc.** hereinafter called the “Contractor.”

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

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

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

The Reach Academy Site Improvements Project, 9845 Bancroft, Avenue, Oakland, CA, 94601,

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

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

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work plus Alternate Bid Item No. 01 listed in the Bid Form.

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

This Contract is 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>

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

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



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

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be **thirty (30)** calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **August 29, 2024**, in which case the deadline for Completion would be **September 28, 2024**.

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

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

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

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

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

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

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

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

#### **ARTICLE IV. PAYMENT AND RETENTION.**

The Owner agrees to pay the Contractor in current funds **THREE HUNDRED NINETY-THREE THOUSAND DOLLARS NO/100 (\$393,000.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **FORTY- EIGHT THOUSAND DOLLARS NO/100 (\$48,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

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

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

#### **ARTICLE V. CHANGES.**

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

#### **ARTICLE VI. TERMINATION.**

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

#### **ARTICLE VII. PREVAILING WAGES.**

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

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

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

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

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

### **ARTICLE VIII. WORKING HOURS.**

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

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

#### **ARTICLE IX. APPRENTICES.**

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

#### **ARTICLE X. DSA OVERSIGHT PROCESS.**

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

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

#### **ARTICLE XI. INDEMNIFICATION AND INSURANCE.**

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

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

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$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.

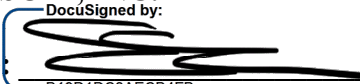
**ARTICLE XIX. WRITTEN NOTICE.**

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

**CONTRACTOR:  
NATIVE SOIL, INC.**

**Signature:**  DocuSigned by:  
B19D1DC3AECB4FB...

**Name:** Emmanuël Gomez **Date:** 7/26/2024

**(Chairman, Pres., or Vice-Pres.** President

**Signature** \_\_\_\_\_  
**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Secretary, Asst. Secretary, CFO, or Asst. Treasure)  
OAKLAND UNIFIED SCHOOL DISTRICT



8/29/2024

**Benjamin Davis, President, Board of Education**

**Date**



8/29/2024

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

**Date**



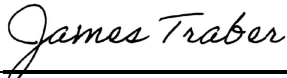
Preston Thomas (Aug 1, 2024 16:35 PDT)

Aug 1, 2024

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

**Date**

**Approved As To Form:**



07/31/2024

**OUSD Facilities Legal Counsel**

**Date**

1044513  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

09/30/2024  
LICENSE EXPIRATION DATE

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

**PERFORMANCE BOND**  
**DOCUMENT 00 61 00**

Bond Number: 5400066

**KNOW ALL MEN BY THESE PRESENTS** that we, Native Soil, Inc., as Principal, and Developers Surety and Indemnity Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of Three Hundred Ninety Three Thousand and 00/100 Dollars (\$ 393,000.00 ) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated **August 15, 2024**, for construction of

**the Reach Academy Site Improvements, located at 9845 Bancroft, Avenue, Oakland, CA 94601, (the "Contract").** The Scope of work consists Demo existing play structure (include footings) and poured-in-place (PIP) matting. Approx. 2,000 sqft. Remove existing turf area located directly behind the existing play structure. Approx. 3,250 sqft. Reference topographic survey drawing. Remove (1) existing 12' long tree. Utilize existing dirt removed and place into Nature Area Addition. Landscaping (near exterior fencing along 98th Ave) Install new drip irrigation system. Approx. 450 sqft. Install 115 linear foot of 6" curb. Furnish and install new poured-in-place (PIP) matting. Approx. 5,250 sqft. Include any prep required. Install new seal coating throughout. Approx. 54,000 sqft. Wall surface preparations to receive mural(s). Approx. 20,000 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. 20,000 sqft surface. 8' high privacy screen. Approx. 105 linear foot long. TK yard enhancements: Remove existing asphalt and turf. Approx. 500 sqft. Infill with 10" of infill soil and add 2" of compost. Approx. 500 sqft. Removal of (9) planter boxes 8x4x4. Removal of existing bushes (near exterior fencing along Bancroft Ave) Nature Area Addition. Install new (5) 10ft long trees. Trees furnished by others. Furnish and install new irrigation system. Utilize existing dirt removed from the existing turf area and place into Nature Area Addition. Install 5' wide DG pathway. Approx. 35 linear feet long. 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. Post-work inspections will be coordinated with a firm provided by OUSD. Deliveries must be coordinated with OUSD. Include furnishing and installation of (2) root watering systems (RWS) for each tree.

Add alternate #1: TK yard Addition. Install new (5) 10ft long trees. Trees furnished by others. Furnish and install new irrigation system for trees. Include any trenching required.

{SR798942} 1

OAKLAND UNIFIED SCHOOL DISTRICT  
REACH ACADEMY  
SITE IMPROVEMENTS  
PROJECT NO.:24116

PERFORMANCE BOND  
DOCUMENT 00 61 00

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 29th day of August, 2024, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Virginia County of Prince William county

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



) The foregoing instrument was acknowledged before me  
) on 07/29/2024 by Angelina Perez.

*Farhana Rahman*  
7923005

Notarized remotely online using communication technology via Proof. My commission expires: 10/31/2025

*AS* 07/29/2024  
Native Soil, Inc.  
(Individual Principal)

1721 Broadway, Oakland, CA 94612  
(Business Address)

(Affix Corporate Seal)

{SR798942}2

(Corporate Principal)

1721 Broadway, Oakland, CA 94612

(Business Address)

(Affix Corporate Seal)

Developers Surety and Indemnity Company  
(Corporate Surety)

800 Superior Avenue E., 21st Floor Cleveland, OH 44114

(Business Address)

By: 

Zach Mefferd, Attorney-In-Fact

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

The total amount of premium charged is \$11,790.

The above must be filled in by Corporate Surety.

{SR798942}3

OAKLAND UNIFIED SCHOOL DISTRICT  
REACH ACADEMY  
SITE IMPROVEMENTS  
PROJECT NO.:24116

PERFORMANCE BOND  
DOCUMENT 00 61 00

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

Bond Number: 5400066

**KNOW ALL MEN BY THESE PRESENTS:**

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

**the Reach Academy Site Improvements, located at 9845 Bancroft, Avenue, Oakland, CA 94601, (the "Contract").** The Scope of work consists Demo existing play structure (include footings) and poured-in-place (PIP) matting. Approx. 2,000 sqft. Remove existing turf area located directly behind the existing play structure. Approx. 3,250 sqft. Reference topographic survey drawing. Remove (1) existing 12' long tree. Utilize existing dirt removed and place into Nature Area Addition. Landscaping (near exterior fencing along 98th Ave) Install new drip irrigation system. Approx. 450 sqft. Install 115 linear foot of 6" curb. Furnish and install new poured-in-place (PIP) matting. Approx. 5,250 sqft. Include any prep required. Install new seal coating throughout. Approx. 54,000 sqft. Wall surface preparations to receive mural(s). Approx. 20,000 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. 20,000 sqft surface. 8' high privacy screen. Approx. 105 linear foot long. TK yard enhancements: Remove existing asphalt and turf. Approx. 500 sqft. Infill with 10" of infill soil and add 2" of compost. Approx. 500 sqft. Removal of (9) planter boxes 8x4x4. Removal of existing bushes (near exterior fencing along Bancroft Ave) Nature Area Addition. Install new (5) 10ft long trees. Trees furnished by others. Furnish and install new irrigation system. Utilize existing dirt removed from the existing turf area and place into Nature Area Addition. Install 5' wide DG pathway. Approx. 35 linear feet long. 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. Post-work inspections will be coordinated with a firm provided by OUSD. Deliveries must be coordinated with OUSD. Include furnishing and installation of (2) root watering systems (RWS) for each tree.  
Add alternate #1: TK yard Addition. Install new (5) 10ft long trees. Trees furnished by others. Furnish and install new irrigation system for trees. Include any trenching required.

{SR798938} 1

OAKLAND UNIFIED SCHOOL DISTRICT  
REACH ACADEMY  
SITE IMPROVEMENTS  
PROJECT. NO.:24116

PAYMENT BOND  
DOCUMENT 00 61 01

which said agreement dated August 15, 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 Developers Surety and Indemnity Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Three Hundred Ninety Three Thousand and 00/100 Dollars (\$ 393,000.00 ) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

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

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

{SR798938}2

The foregoing instrument was acknowledged before me on 07/29/2024 by Angelina Perez.

(and acknowledged and  
(Notarial Seal attached

)  
)

*Farhana Rahman*  
7923005

My commission expires: 10/31/2025



*OR*  
Native Soil, Inc.

Principal

07/29/2024

Notarized remotely online using communication technology via Proof.

Developers Surety and Indemnity Company

Surety

By: Zach Mefferd

Attorney-in-Fact

The above bond is accepted and approved this 29th day of August, 2024.

{SR798938}3



**POWER OF ATTORNEY FOR  
COREPOINTE INSURANCE COMPANY  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
59 Maiden Lane, 43rd Floor, New York, NY 10038  
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Zach Matter, Zach Mefferd, Tina Bockholt, Shannon Cox, Jimmy Brown, Havilah Watson and Kamri Wolfe, of West Des Moines, IA

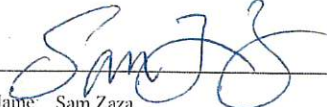
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective August 11, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By:   
Printed Name: Sam Zaza  
Title: President, Surety Underwriting



**ACKNOWLEDGEMENT:**

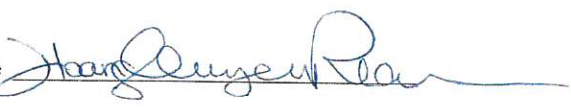
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

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

WITNESS my hand and official seal.

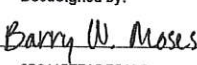
Signature 



**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:  
By:  Barry W. Moses, Assistant Secretary POA No. N/A  
6B6415E7ADE548C...

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Signed and sealed this 29<sup>th</sup> day of August 2024.

STATE OF IOWA

COUNTY OF POIK } SS.

### NOTARIAL CERTIFICATE OF ACKNOWLEDGMENT

On this 29<sup>th</sup> day of August 2024, before me, Kamri Wolfe,  
Day Month Year Printed Name of Notary Public

the undersigned notary public, personally appeared Zach Mefferd  
Printed Name(s) of Signer(s)

- personally known to me - or -
- proved to me on the basis of satisfactory evidence
  - form(s) of identification \_\_\_\_\_
  - credible witness(es) \_\_\_\_\_

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same voluntarily for the purpose expressed therein.

WITNESS my hand and official seal.



Kamri Wolfe  
Signature of Notary Public

(Seal)

#### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document  
titled/for the purpose of performance AND  
payment bonds  
containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

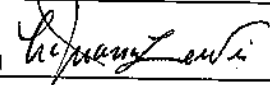
Additional Information	
<b>Notary Journal Entry</b>	
<input type="checkbox"/> The details surrounding this notarial event are described in my notary journal:	
Volume _____	
Page # _____	Entry/Row # _____
Notary Contact: _____	
<b>Other</b>	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Reach Academy  
 Project: Site Improvement  
 Project #: 24116  
 Estimate: \$ 480,000.00

Date: Tuesday, July 16, 2024  
 Time: 2:00 p.m.  
 Project Mgr: Muhanad Amous  
 Architect: N/A

Signature of Witness to Bid 

Signature of Bid Opener

Company:	Base Bid:	Allowance:	TOTAL:	Alternates	Required Day of Bid:
Guerra Construction Group	\$ 360,000.00	\$ 48,000.00	\$ 408,000.00	\$ 29,000.00	Signed Bid Form X
984 Memorex Drive					Addendum Acknow. X
Santa Clara, CA 95050					Bid Bond X
408-279-2027					Non-Collusion X
408-279-2044					Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>			Site Visit Certification X
	1:54 p.m.	7/16/2024			Contractor's Sub List X
	<u>Time Opened</u>	<u>Date Opened</u>			Debarment Suspension & Schd Z X
	2:10 p.m.	7/16/2024			Local Business Participation Form
					DVBE Forms
VisionBuild Construction, LLC	\$ 420,000.00	\$ 48,000.00	\$ 468,000.00	\$ 5,000.00	Signed Bid Form X
1016 Escalero Avenue					Addendum Acknow. X
Pacifica, CA 94044					Bid Bond X
916-715-2089					Non-Collusion X
					Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>			Site Visit Certification X
	9:22 a.m.	7/16/2024			Contractor's Sub List X
	<u>Time Opened</u>	<u>Date Opened</u>			Debarment Suspension & Schd Z X
	2:17 p.m.	7/16/2024			Local Business Participation Form
					DVBE Forms
MOKA Engineering and Construction, LLC	\$ 373,800.00	\$ 48,000.00	\$ 421,800.00	\$ 10,000.00	Signed Bid Form X
3315 Montgomery Drive, Unit 312					Addendum Acknow. X
Santa Clara, CA 95054					Bid Bond X
415-890-4505					Non-Collusion X
					Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>			Site Visit Certification X
	1:23 p.m.	7/16/2024			Contractor's Sub List X
	<u>Time Opened</u>	<u>Date Opened</u>			Debarment Suspension & Schd Z X
	2:23 p.m.	7/16/2024			Local Business Participation Form
					DVBE Forms
World Vtech Construction	\$ 398,386.00	\$ 48,000.00	\$ 446,386.00	\$ 16,600.00	Signed Bid Form X
975 Bryant Street, Unit #508					Addendum Acknow. X
San Francisco, CA 94103					Bid Bond X
415-499-2658					Non-Collusion X
					Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>			Site Visit Certification X
	1:19 p.m.	7/16/2024			Contractor's Sub List X
	<u>Time Opened</u>	<u>Date Opened</u>			Debarment Suspension & Schd Z X
	2:37 p.m.	7/16/2024			Local Business Participation Form
					DVBE Forms



Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

<b>Company:</b> N G Builder		Base Bid:	\$ 383,794.00	<b>Required Day of Bid:</b>	
Address: 3100 Dutton Avenue, Suite #223		Allowance:	\$ 48,000.00	Signed Bid Form	X
City/State: Santa Rosa, CA 95407		<b>TOTAL:</b>	\$ 431,794.00	Addendum Acknow.	X
Phone: 707-852-5046		Alternates:	\$ 4,000.00	Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:13 p.m.	7/16/2024	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
		2:43 p.m.	7/16/2024		
<b>Company:</b> Native Soil, Inc.		Base Bid:	\$ 325,000.00	<b>Required Day of Bid:</b>	
Address: 1721 Broadway, Suite 201		Allowance:	\$ 48,000.00	Signed Bid Form	X
City/State: Oakland, CA 94612		<b>TOTAL:</b>	\$ 373,000.00	Addendum Acknow.	X
Phone: 510-590-1361		Alternates:	\$ 20,000.00	Bid Bond	X
Fax: 510-332-9048				Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		12:36 p.m.	7/16/2024	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
		2:47 p.m.	7/16/2024		
<b>Company:</b> KM 106 Construction, Inc.		Base Bid:	\$ 365,000.00	<b>Required Day of Bid:</b>	
Address: 1400 Egbert Avenue		Allowance:	\$ 48,000.00	Signed Bid Form	X
City/State: San Francisco, CA 94124		<b>TOTAL:</b>	\$ 413,000.00	Addendum Acknow.	X
Phone: 510-512-6799		Alternates:	\$ 24,000.00	Bid Bond	X
Fax: 510-880-4709				Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		12:55 p.m.	7/16/2024	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
		2:53 p.m.	7/16/2024		
<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>	
Address:		Allowance:		Signed Bid Form	
City/State:		<b>TOTAL:</b>		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

Written By: La Juana Lewis

Read By: Juanita Hunter

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

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

Dear Board Members:

The undersigned, doing business under the firm name of Native Soil Inc., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Reach Academy Site Improvement Project, located at 9845 Bancroft, Avenue, Oakland, CA, (the "Contract")**. The following scope of work will be as follows Demo existing play structure (include footings) and poured-in-place (PIP) matting. Approx. 2,000 sqft. Remove existing turf area located directly behind the existing play structure. Approx. 3,250 sqft. Reference topographic survey drawing. Remove (1) existing 12' long tree. Utilize existing dirt removed and place into Nature Area Addition. Landscaping (near exterior fencing along 98th Ave) Install new drip irrigation system. Approx. 450 sqft. Install 115 linear foot of 6" curb. Furnish and install new poured-in-place (PIP) matting. Approx. 5,250 sqft. Include any prep required. Install new seal coating throughout. Approx. 54,000 sqft. Wall surface preparations to receive mural(s). Approx. 20,000 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. 20,000 sqft surface. 8' high privacy screen. Approx. 105 linear foot long. TK yard enhancements: Remove existing asphalt and turf. Approx. 500 sqft. Infill with 10" of infill soil and add 2" of compost. Approx. 500 sqft. Removal of (9) planter boxes 8x4x4. Removal of existing bushes (near exterior fencing along Bancroft Ave) Nature Area Addition. Install new (5) 10ft long trees. Trees furnished by others. Furnish and install new irrigation system. Utilize existing dirt removed from the existing turf area and place into Nature Area Addition. Install 5' wide DG pathway. Approx. 35 linear feet long. 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. Post-work inspections will be coordinated with a firm provided by OUSD. Deliveries must be coordinated with OUSD. Include furnishing and installation of (2) root watering systems (RWS) for each tree.

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


**Bid Amount (Base Bid):** 325,000

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

OAKLAND UNIFIED SCHOOL DISTRICT  
REACH ACADEMY  
SITE IMPROVEMENTS  
PROJECT NO: 24116  
JUNE 25, 2024

BID FORM  
DOCUMENT 00 31 01

{SR799810}

<u>three hundred twenty five thousand</u> Dollars <i>Bid Amount Without Contingency Allowance</i>	\$ <u>325,000</u>
<u>Forty-eight Thousand</u> Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	\$ <u>48,000.00</u>
<u>Three hundred seventy three thousand</u> Dollars <i>Total Base Bid Amount</i>	\$ <u>373,000</u>
<b>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</b>	

**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: TK yard Addition. Install new (5) 10ft long trees. Trees furnished by others. Furnish and install new irrigation system for trees. Include any trenching required.

ALTERNATE ITEM NO. 1:	
<u>twenty thousand dollars</u> Dollars	\$ <u>20,000</u>

**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>

{SR799810}2

OAKLAND UNIFIED SCHOOL DISTRICT  
REACH ACADEMY  
SITE IMPROVEMENTS  
PROJECT NO: 24116  
JUNE 25, 2024

BID FORM  
DOCUMENT 00 31 03

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:

1721 Broadway Ste 201 Oakland CA 94612

Our Public Liability and Property Damage Insurance is placed with:

Liberty Mutual

Our Workers' Compensation Insurance is placed with:

Statefund

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

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

Addendum No. <u>1</u>	Date <u>7/8/2024</u>	Addendum No. _____	Date _____
Addendum No. <u>2</u>	Date <u>7/10/2024</u>	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

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

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

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OAKLAND UNIFIED SCHOOL DISTRICT  
REACH ACADEMY  
SITE IMPROVEMENTS  
PROJECT NO: 24116  
JUNE 25, 2024

BID FORM  
DOCUMENT 00 31 01

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: Native Soil Inc

Business Address: 1721 Broadway Ste 201

Telephone Number: 510-590-1361

California Contractor License No.: 1044513

Class and Expiration Date: C27, General B 9/30/2024

Public Works Contractor Registration No.: 1001145411

State of Incorporation, if Applicable: CALIFORNIA

INDIVIDUAL:

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

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

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

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

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

General Partner

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OAKLAND UNIFIED SCHOOL DISTRICT  
REACH ACADEMY  
SITE IMPROVEMENTS  
PROJECT NO: 24116  
JUNE 25, 2024

BID FORM  
DOCUMENT 00 31 01



CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: July 15<sup>th</sup>, 2024

Angelina PEROT  
CEO (Name)  
\_\_\_\_ (Chairman, Pres., or Vice-Pres.)

Emmanuel GOMEZ  
President (Name)  
\_\_\_\_ (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

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OAKLAND UNIFIED SCHOOL DISTRICT  
REACH ACADEMY  
SITE IMPROVEMENTS  
PROJECT NO: 24116  
JUNE 25, 2024

BID FORM  
DOCUMENT 00 31 01

**BID BOND**  
**DOCUMENT 00 40 00**

Bond Number:     N/A    

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
Native Soll, Inc. as Principal and  
Developers Surety and Indemnity Company as Surety, are hereby held and firmly bound  
unto the Oakland Unified School District ("Owner") in the sum of Ten Percent (10%) of the  
Total Bid Amount Dollars (\$ 37,300 ) 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 Reach Academy Site Improvements 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.

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OAKLAND UNIFIED SCHOOL DISTRICT  
REACH ACADEMY  
SITE IMPROVEMENTS  
PROJECT NO. 24116  
June 25, 2024

BID BOND  
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 16th day of July, 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:

*Kamri Wolfe*

(Notary Seal)



Native Soil, Inc.  
(Principal)

1721 Broadway, Oakland, CA 94612  
(Business Address)

Developers Surety and Indemnity Company  
(Corporate Surety)

800 Superior Avenue E., 21st Floor Cleveland, OH 44114  
Business Address)

By:

*Zach Mefferd*

Zach Mefferd, Attorney-in-Fact



The rate or premium of this bond is \$0 per thousand, the total amount of premium charged, : \$0.

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

(SR798944)2

OAKLAND UNIFIED SCHOOL DISTRICT  
REACH ACADEMY  
SITE IMPROVEMENTS  
PROJECT NO. 24116  
June 25, 2024

BID BOND  
DOCUMENT 00 40 00

**POWER OF ATTORNEY FOR  
COREPOINTE INSURANCE COMPANY  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
59 Maiden Lane, 43rd Floor, New York, NY 10038  
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Zach Matter, Zach Mefferd, Tina Bockholt, Shannon Cox, Jimmy Brown, Havilah Watson and Kamri Wolfe, of West Des Moines, IA

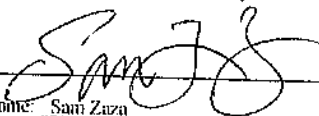
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective August 11, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By:   
Printed Name: Sam Zaza  
Title: President, Surety Underwriting



**ACKNOWLEDGEMENT:**

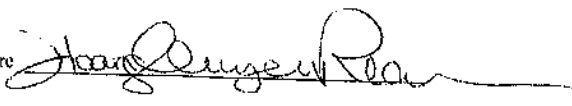
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

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

WITNESS my hand and official seal.

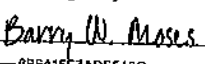
Signature 



**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:  
By:  Barry W. Moses, Assistant Secretary  
08B415E7ADE548C...

POA No. N/A

DocuSignEnvelopeID: 33528BFD6-5E9D-4796-837E-C1E455E6530F

Signed and sealed this 16th day of July, 2024

**DESIGNATION OF SUBCONTRACTORS**  
**DOCUMENT 00 40 01**

PROJECT: 24116 Reach Academy Site (Project Name)  
PROJECT NO: 24116 BIDDER'S NAME Native Soil Inc.  
DIR 10 Digit Registration No: 1001145411

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
REACH ACADEMY  
SITE IMPROVEMENTS  
PROJECT NO. 24116  
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{SR798843}

DESIGNATION OF SUBCONTRACTORS  
DOCUMENT 00 40 01

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
playground surfacing	110,197.00	Robert Son recreational surfaces	Oakland	67261	1000062300

OAKLAND UNITED SCHOOL DISTRICT  
 REACH ACADEMY  
 SITE IMPROVEMENTS  
 PROJECT NO. 24116  
 JUNE 25, 2024

DESIGNATED OF SUBCONTRACTORS  
 DOCUMENT 00 40 01

{SR798843}



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

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


The undersigned declares:

I am the CEO of NativeOil Inc., the party making the foregoing bid or proposal ("Bid").

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on July 15<sup>th</sup>, 2024 at Oakland [city], California [state].

  
\_\_\_\_\_  
Signature

Angelina PEREZ  
\_\_\_\_\_  
Print Name

OAKLAND UNIFIED SCHOOL DISTRICT  
REACH ACADEMY  
SITE IMPROVEMENTS  
PROJECT NO. 24116  
JUNE 25, 2024

NON-COLLUSION  
DOCUMENT 00 40 03





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

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

Blanket Additional Insured

1721 BROADWAY 201

OAKLAND, CA 94612

**Location And Description Of Completed Operations**

Per written contract with Insured.

Per written contract with Insured.

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

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

However:

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

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

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

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

whichever is less.

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

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of 8

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## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Reach Academy Site Improvements Project	<b>Site</b>	913/193
<b>Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.</b>			
<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

### Contractor Information

<b>Contractor Name</b>	Native Soil Inc.	<b>Agency's Contact</b>	Emmanuel Gomez		
<b>OUSD Vendor ID #</b>	007827	<b>Title</b>	President		
<b>Street Address</b>	1721 Broadway Suite 201	<b>City</b>	Oakland	<b>State</b>	CA
<b>Telephone</b>	510-332-9048	<b>Policy Expires</b>			
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>OUSD Project #</b>	24116				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	08-29-2024	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	09-28-2024
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$393,000.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (if Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
2600/007	Fund 01 Gen. Fund	010-0007-0-9000-8500-6274-193-9130-0092-9999-2416 010-2600-0-9000-8500-6274-913-9220-0092-99992416	6274	\$393,000.00

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

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
<b>1.</b>	<b>Executive Director, Facilities</b>				
	<b>Signature</b>	 <small>Keliya Zhatman (Aug 1, 2024 15:37 PDT)</small>	<b>Date Approved</b>	Aug 1, 2024	
<b>2.</b>	<b>Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>	 <small>James Traber</small>	<b>Date Approved</b>	07/31/2024	
<b>3.</b>	<b>Chief Systems &amp; Services Officer, Facilities Planning and Management</b>				
	<b>Signature</b>	 <small>Preston Thomas (Aug 1, 2024 16:35 PDT)</small>	<b>Date Approved</b>	Aug 1, 2024	
<b>4.</b>	<b>Chief Financial Officer</b>				
	<b>Signature</b>		<b>Date Approved</b>		
<b>5.</b>	<b>President, Board of Education</b>				
	<b>Signature</b>		<b>Date Approved</b>		