

Board Office Use: Legislative File Info.	
File ID Number	25-0919
Introduction Date	5-14-2025
Enactment Number	
Enactment Date	



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Marc White, Director of Buildings & Grounds

Board Meeting Date May 14, 2025

Subject Agreement Between Owner and Contractor – Next Generation of Builders LLC – Franklin Elementary School Restroom Remodel Project – Department of Buildings & Grounds

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and **Next Generation of Builders LLC, Santa Rosa, CA**, for the latter to demolish and remodel of six restrooms which including the installation and replacement of tiles, soap dispensers, mirrors, paper towel dispensers and other damaged bathroom items for the **Franklin Elementary Restroom Remodel Project**, in the amount of **\$345,000.00**, which includes a contingency allowance of **\$37,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **June 6, 2025**, and required to be completed within sixty (60) days, with an anticipated end date of **August 5, 2025**.

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

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Next Generation of Builders LLC, Santa Rosa, CA, for the latter to demolish and remodel of six restrooms which including the installation and replacement of tiles, soap dispensers, mirrors, paper towel dispensers and other damaged bathroom items for the Franklin Elementary Restroom Remodel Project, in the amount of \$345,000.00, which includes a contingency allowance of \$37,000.00, as the lowest responsive bidder, with the work anticipated to commence on June 6, 2025, and required to be completed within sixty (60) days, with an anticipated end date of August 5, 2025.

Fiscal Impact Fund 140- Deferred Maintenance

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. 25-0919

Department: Facilities Planning and Management

Vendor Name: Next Generation of Builders LLC

Project Name: Franklin ES Restroom Remodel

Project No.: 70061

Contract Term: Intended Start: June 6, 2025

Intended End: August 5, 2025

Total Cost Over Contract Term: \$345,000.00

Approved by: Marc White

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

Next Generation of Builders LLC will demolish and replace tiles, stalls, soap dispensers, mirrors, and paper towel dispensers. Install fire-rated color stalls. Install gray ceramic tiles with gray grout from floor to ceiling. Pressure wash, patch, and repair flooring; apply new epoxy finish. Clean, prep, and repaint existing painted areas with white semi-gloss. Install new LED lighting. Toilets, Urinals, and faucets will be owner bought and provided and contractor installed for the Franklin Elementary School Restroom Remodel Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

--

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- ☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- ☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Other: _____

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

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

Memorandum:

Date: Apr 2, 2025

To: Imani Nycosi

CC: Kenya Chatman, Colland Jang, David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Recommendation - Project #70061 - Franklin Elementary School - Restroom Remodel

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

Project: 70061 | **Project Site:** Franklin Elementary School

Project Name: Restroom Remodel

Analysis:

Our review has determined that the funding source for the above project (**Fund 14**) is not currently monitored under the Local Business Policy. Given this information, it is our determination that the project is to be exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

LBU Recommendation:

Exempt ▾

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

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **June 6, 2025**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **NEXT GENERATION OF BUILDERS LLC** hereinafter called the “Contractor.”

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

ARTICLE I. SCOPE OF WORK.

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

the Franklin Elementary School Restroom Remodel Project at 915 Foothill Blvd, Oakland, CA 94606

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

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

and other Contract Documents relating thereto.

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

ARTICLE II. CONTRACT DOCUMENTS.

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

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (the “Contract Time”) shall be sixty (60) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **June 6, 2025**, in which case the deadline for Completion would be **August 5, 2025**.

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

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

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

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

Accordingly, the parties agree that \$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 FORTY-FIVE THOUSAND DOLLARS AND NO/100 (\$345,000.00)** 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 **THIRTY-SEVEN THOUSAND DOLLARS AND NO/100 (\$37,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance (“Allowance”) is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents’ requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner’s governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor’s inclusion of a request for such payment in a progress payment application, or Contractor’s acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents’ requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner’s governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner’s governing body. Once an Allowance is fully spent, the Contractor

must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

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

ARTICLE VII. PREVAILING WAGES.

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

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

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records

shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

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

ARTICLE VIII. WORKING HOURS.

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

ARTICLE IX. APPRENTICES.

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

public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS.

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

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

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

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

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

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

ARTICLE XII. ENTIRE AGREEMENT.

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

pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

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

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XV. BINDING EFFECT.

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

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

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

ARTICLE XVII. AMENDMENTS.

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

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

ARTICLE XIX. WRITTEN NOTICE.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if

delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

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

CONTRACTOR:
NEXT GENERATION OF BUILDERS, LLC

Signature: 

Name: Nicholas Gutierrez **Date:** 4/1/25

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

Signature _____

Name: _____ **Date:** _____

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


OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education

Date

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

Date


MARC WHITE (Apr 16, 2025 11:47 PDT)

Apr 16, 2025

Marc White, Director Buildings & Grounds

Date

Approved As To Form:

 04/10/2025
OUSD Facilities Legal Counsel **Date**

1078311
CALIFORNIA CONTRACTOR'S
LICENSE NO.

07/31/2025
LICENSE EXPIRATION DATE

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

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Franklin Elementary
Project: Restroom Remodels
Project #: 70061
Estimate: \$370,000

Date: Thursday, March 6, 2025
Time: 2:19 PM
Project Mgr: Marcus Board
Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	NG Builders, Inc.	Base Bid:	\$308,000.00	Required Day of Bid:	
Address:	3100 Dutton Ave, Suite223	Allowance:	\$37,000.00	Signed Bid Form	X
City/State:	Santa Rosa, CA 95407	TOTAL:	\$345,000.00	Addendum Acknow.	X
Phone:	707-852-5046	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	NA
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		11:35 AM	3/6/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	WA
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	NA
		2:19 PM	3/6/2025		
Company:	K&K JL Services, Inc.	Base Bid:	\$342,954.87	Required Day of Bid:	
Address:	2300 S Watney Way Unit 1	Allowance:	\$37,000.00	Signed Bid Form	X
City/State:	Fairfield, CA 94533	TOTAL:	\$379,954.87	Addendum Acknow.	X
Phone:	510-209-0742	Alternates:		Bid Bond	X
Fax:	krishal@kkjlservices.com			Non-Collusion	X
				Iran Contracting Certification	NA
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		11:29 AM	3/6/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	WA
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	NA
		2:20 PM	3/6/2025		
Company:	BBI-CON bda BBI Construction	Base Bid:	\$356,191.00	Required Day of Bid:	
Address:	1155 Third Street, Ste 230	Allowance:	\$37,000.00	Signed Bid Form	X
City/State:	Oakland, CA 94607	TOTAL:	\$393,191.00	Addendum Acknow.	X
Phone:	510-286-8200	Alternates:		Bid Bond	X
Fax:	510-286-8210			Non-Collusion	X
				Iran Contracting Certification	NA
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:55 PM	3/6/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	WA
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	NA
		2:20 PM	3/6/2025		
Company:	SDM Constructi	Base Bid:	\$398,600.00	Required Day of Bid:	
Address:	2055 Sierra Rd #57	Allowance:	\$37,000.00	Signed Bid Form	X
City/State:	Concord, CA 94518	TOTAL:	\$435,000.00	Addendum Acknow.	X
Phone:	415-610-0444	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	NA
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		11:34 AM	3/6/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	WA
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	NA
		2:20 PM	3/6/2025		

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

Company:		Base Bid:		Required Day of Bid:
Address:		Allowance:	\$37,000.00	Signed Bid Form
City/State:		TOTAL:		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
			-	

Company:		Base Bid:		Required Day of Bid:
Address:		Allowance:	\$37,000.00	Signed Bid Form
City/State:		TOTAL:		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
			-	

Company:		Base Bid:		Required Day of Bid:
Address:		Allowance:	\$37,000.00	Signed Bid Form
City/State:		TOTAL:		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
			-	

Company:		Base Bid:		Required Day of Bid:
Address:		Allowance:	\$37,000.00	Signed Bid Form
City/State:		TOTAL:		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:

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 N C Builders, hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Franklin Elementary School Restroom Remodel Project, located at 915 Foothill Blvd, Oakland, (the "Contract")**, Scope of work includes: Demo and replace tiles, stalls, soap dispensers, mirrors, and paper towel dispensers. Install fire-rated color stalls. Install gray ceramic tiles with gray grout from floor to ceiling. Pressure wash, patch, and repair flooring; apply new epoxy finish. Clean, prep, and repaint existing painted areas with white semi-gloss. Install new LED lighting. Toilets, Urinals, and faucets will be owner bought and provided and contractor installed. Contractor is responsible for Hazmat removal and will need CSLB Hazardous Substance Removal Certification

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

Bid Amount (Base Bid):

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

<u>Three hundred Eight thousand</u> Dollars <i>Bid Amount Without Contingency Allowance</i>	\$ <u>308,000.00</u>
<u>Thirty-Seven Thousand</u> Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	\$ <u>37,000.00</u>
<u>Three hundred forty-five</u> Dollars <i>Total Base Bid Amount</i> <u>thousand</u>	\$ <u>345,000.00</u>

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT NO. 70061
FEBRUARY 6, 2025

BID FORM
DOCUMENT 00 31 01

By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	
--	--

Miscellaneous:

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

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

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

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

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

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

Our Public Liability and Property Damage Insurance is placed with:

State National Insurance Company

Our Workers' Compensation Insurance is placed with:

Cheer Spring Property and Casualty Company

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

{SR799810}2

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT NO. 70061
FEBRUARY 6, 2025

BID FORM
DOCUMENT 00 31 01

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

Addendum No. <u>1</u>	Date <u>2/11/25</u>	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

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

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

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

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

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

Name of Company as Licensed in California: N 6 Builders
Business Address: 3100 Dutton Ave Ste 223 Santa Rosa CA
Telephone Number: 707-852-5046
California Contractor License No.: 1078311
Class and Expiration Date: 7/31/2025

(SR799810)3

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT NO. 70061
FEBRUARY 6, 2025

BID FORM
DOCUMENT 00 31 01

Public Works Contractor Registration No.: 1000874885

State of Incorporation, if Applicable: N/A

INDIVIDUAL:

Dated: 3/6 2025

Signature: _____

Nicholas Cortez (Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: _____, 20__

Signature: _____

_____ (Name)

General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: _____, 20__

Signature: _____

_____ (Name)

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

Signature: _____

_____ (Name)

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

{SR799810}4

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT NO. 70061
FEBRUARY 6, 2025

BID FORM
DOCUMENT 00 31 01

[Home](#) | [Online Services](#) | License Details

Contractor's License Detail for License # 1078311

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

- ▶ CSLB complaint disclosure is restricted by law ([B&P T124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P T071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

N G BUILDER COMPANY
 3100 DUTTON AVE SUITE 223
 SANTA ROSA, CA 95407
 Business Phone Number:(707) 852-5046

Entity Sole Ownership
Issue Date 07/17/2021
Expire Date 07/31/2025

License Status

This license is current and active.

All information below should be reviewed.

[Additional Status](#)

Online Services Quick Hits

- ▶ [Check a License or HIS Registration](#)
- ▶ [Find My Licensed Contractor](#)
- ▶ [Frequently Asked Questions](#)
- ▶ [Forms and Applications](#)
- ▶ [Guides and Publications](#)
- ▶ [CSLB Laws and Regulations](#)
- ▶ [List of All CSLB Fees](#)
- ▶ [License Classifications](#)
- ▶ [Contractor Newsletter](#)
- ▶ [Application Status](#)
- ▶ [Application Status \(Secured\)](#)
- ▶ [Application Status by Personnel Name](#)
- ▶ [Application Status by Business Name](#)

Online Services





DIR Services Portal

Improving working conditions in California since 1927

What can we help you find today?



^ Associated Accounts

Welcome, Nicholas Gutierrez

N G Builders 1000874885

DIR Approved

Registration valid from 2024-07-01 to 2025-06-30

Previous Registration: 2022-03-10 to 2024-06-30

[Manage Contractor Employees](#)

[Manage Contractor Users](#)

[Manage Contractor Information](#)

[Request Addition to a Project Team](#)

≡ My Projects

[Search My Projects](#)



▼ All

BID BOND
DOCUMENT 00 40 00

Bond Number: _____

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

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

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.

{SR798944} 1

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT NO. 70061
FEBRUARY 6, 2025

BID BOND
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 26th day of February, 2025, the name and corporate party being hereto affixed and these presents duly signed by its

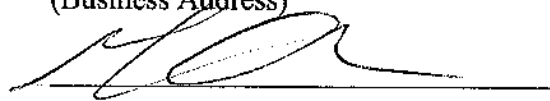
undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

N G Builder

(Principal)

3100 Dalton Ave Suite 223 Santa Rosa CA
(Business Address)



Philadelphia Indemnity Insurance Company
(Corporate Surety)

One Bala Plaza, 231 St. Asaphs Rd

Bala Cynwyd PA 19004

(Business Address)

By: Gary T Eastman

Gary T. Eastman, Attorney-in-Fact

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

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

{SR798944}2

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT NO. 70061
FEBRUARY 6, 2025

BID BOND
DOCUMENT 00 40 00

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

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

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

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

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

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

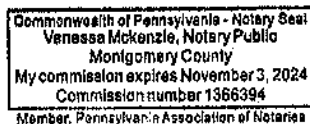


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

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

Notary Public:



residing at:

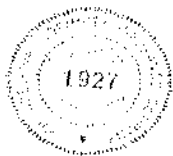
Bala Cynwyd, PA

My commission expires:

November 3, 2024

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of February, 2025.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03


Owner: Oakland Unified School District
Contract: Franklin Elementary School Restroom Remodel Project
The undersigned declares:

I am the owner of N G BUILDING, 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 3/6, 2025 at Santa Rosa [city], CA [state].


Signature

Nicholas G Aserrate
Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT NO. 70061
FEBRUARY 6, 2025

NON-COLLUSION
DOCUMENT 00 40 03

SUFFICIENT FUNDS DECLARATION

DOCUMENT 00 11 13

(Labor Code section 2810)


To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: Franklin Elementary School Restroom Remodel Project

I, Nicholas Gutierrez declare that I am the owner
[insert title] of UC Builders, the entity making and submitting the bid for
the above Project that accompanies this Declaration, and that such bid includes sufficient
funds to permit UC Builders [insert name of entity] to comply with all local,
state or federal labor laws or regulations during the Project, including payment of
prevailing wage, and that UC Builders [insert name of entity] will comply with
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on 3/6 2025 at San Francisco [city],
CA [state].

Date: 3/6/25



Signature

Print Name: Nicholas Gutierrez

Print Title: owner

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT NO. 70061
FEBRUARY 6, 2025

SUFFICIENT FUNDS DECLARATION
DOCUMENT 00 11 13

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

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

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

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

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

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

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

Dated: 3/6/25


Signature

Name: Nicholas Gutierrez

Title: Owner

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)


DOCUMENT 00 40 04

(To be Executed by Bidder and Submitted With Bid)

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

OPTION #1 - CERTIFICATION

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

<i>Bidder Name/Financial Institution (Printed)</i> N G Builders		<i>Federal ID Number (or n/a)</i> 86-3315944
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Nicholas G. Keresee - Owner		
<i>Date Executed</i> 3/6/25	<i>Executed in</i> Santa Rosa CA 95407	

OPTION #2 - EXEMPTION

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

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT NO. 70061
FEBRUARY 6, 2025

IRAN CONTRACTING
DOCUMENT 00 40 04

{SR798838}

Printed Name and Title of Person Signing

Date Executed

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT NO. 70061
FEBRUARY 6, 2025

IRAN CONTRACTING
DOCUMENT 00 40 04

{SR798838}

QUESTIONNAIRE REGARDING
QUALIFICATIONS AND EXPERIENCE
DOCUMENT 00 21 00

The Franklin Elementary School Restroom Remodel Project Contract for the
Oakland Unified School District ("Owner")

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

1. If any information or answer submitted with your most recent prequalification application to the Owner is no longer complete or accurate, provide all additional information so that the information or answer is complete and accurate. (If you need a copy of your most recent prequalification application, please contact the Owner.)
2. Identify all public works contracts on which you have performed work over the last **5 years** where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract (but information already provided in your most recent prequalification application or in response to Question #1 above need not be repeated here):
 - a. The public agency owner, its design professional, and its construction manager.
 - b. The contact persons at the owner, the design professional, and the construction manager.
 - c. The name of project.
 - d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, lease-leaseback, etc.).
 - e. The date of the owner's award of the contract to you.
 - f. The original scope of work in the contract.
 - g. The original contract price.
 - h. The original contract time for performance.
 - i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.
 - j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.
 - k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.
 - l. Any amounts withheld by owner from progress payments to you or release of retention to you, including the amount withheld and the each basis for the withholding.

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT NO. 70061
FEBRUARY 6, 2025

QUESTIONNAIRE REGARDING
QUALIFICATIONS AND EXPERIENCE
DOCUMENT 00 21 00

- m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.
- n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.
- o. A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.
- p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.

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

- a. Number of days from original completion deadline to full and final completion of your work on the project as required by the contract.
- b. All reasons for the delay in completion, including delay for which you were responsible.

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

- a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.
- b. A copy of each CWPA and DCP.
- c. Reasons for the issuance of each CWPA and DCP.

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

- a. _____
- b. _____

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

- a. _____
- b. _____

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

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

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

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

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

1. N/A all information is correct
2. A. Russian River Recreation and Park District
B. Nathan Junge, District Administrator
707-869-9184
C. VACATION BEACH PARK IMPROVEMENTS
D. single prime competitive bidding
E. July 12th 2023
F. Replacement of approximately 180 lineal feet of low wood retaining walls with new cast in place concrete retaining seat walls. Installation of approximately 260 square feet of concrete walkway adjacent to existing vehicular parking stalls. Installation of approximately 350 square feet of new cast in place concrete sidewalk and 2,400 square feet of asphaltic concrete sport court surface. The sport court will require minor sport lines defining ½ basketball and general court games striping. The project scope will also include the installation of two new cast in place concrete stairs and ADA compliant picnic area. The contractor shall install an ADA compliant picnic table, drinking fountain as well as basketball goal and vehicular bollards.
G. 153,625.00
H.60 days
I.N/A
J. N/A
K.N/A
L. N/A
M. N/A
N. N/A
O. N/A
P. 153,625.00

3. A. Sonoma State University **SAUVIGNON VILLAGE, GRENACHE RENOVATION PROJECT**
B. Mark Utarid Facilities Management Housing and Fleet Operations Manager 707-869-9184
C. **SAUVIGNON VILLAGE, GRENACHE RENOVATION PROJECT**
D. multiple prime competitive bidding
E. May 9th 2024
F. Work consists of partial renovation of five dorm apartments at the Sauvignon Village, Grenache Building; these units experienced heavy water intrusion from a main black water sewer line backup, the apartments have already been abated by an outside vendor; work includes demolition, disposal of remaining carpet, flooring, cove base / baseboard, installation of new vinyl planks and new cove base / baseboard where needed; patch work with drywall / texture to match existing paint and installation of all owner furnished items supplied, including restroom toilets, vanities, appliances and laundry room.
G. 329,733
H.60 days
I.N/A
J. N/A
K.N/A
L. N/A
M. N/A
N. N/A
O. N/A
P. Work in progress

4. A. Oakland Unified School District

B. Muhanad Amous

C. BRIDGES ACADEMY SITE IMPROVEMENTS

D. multiple prime competitive bidding

E. June 11th 2024

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

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

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

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

G. 153,533.00

H. 60 days

I. N/A

J. N/A

K. N/A

L. N/A

M. N/A

N. N/A

O. N/A

P. in progress

3. A. 1)completed before deadline 2) N/A 3) N/A
B. 1) N/A 2) N/A 3) N/A

4. A. 1) N/A 2) N/A 3) N/A
B. 1) N/A 2) N/A 3) N/A
C. 1) N/A 2) N/A 3) N/A

5. A. N/A
B. N/A

6. A. N/A
B. N/A

7. A. N/A
B. N/A
C. N/A

5.A. West Contra County School District

B. Pedrum Razavi

C.Olinda ES Site improvements

D. multiple prime competitive bidding

E. July 8th 2024

F. The Project consists of removal of existing play structure and safety surface. Installation of new play structure and surfacing, site improvements and ADA restroom toilet accessory upgrades.

G. 353,883

H.90 days

I.N/A

J. N/A

K.N/A

L. N/A

M. N/A

N. N/A

O. N/A

P. in progress

3. A. 1) In progress 2) In progress 3) In progress
B. 1) N/A 2) N/A 3) N/A

4. A. 1) N/A 2) N/A 3) N/A
B. 1) N/A 2) N/A 3) N/A
C. 1) N/A 2) N/A 3) N/A

8. A. N/A
B. N/A

9. A. N/A
B. N/A

10. A. N/A
B. N/A
C. N/A

SCHEDULE Z
DOCUMENT 00 52 00

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


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

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

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

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

N G Builders
Company Name


Signature of Authorized Representative

3100 Dutton Ave Suite 223
Address San Jose, CA 95107

Nicholas Gutierrez
Type or Print Name

707 852-5046
Area Code Phone

3/6/75
Date

Nicholas Gutierrez
Type or Print Name

END OF DOCUMENT

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: Franklin Elementary School Restroom Remodel

Check option that applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

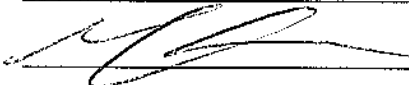
X I certify that Jose Marruto (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the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

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

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

Date: 3/6/25

Proper Name of Bidder: N G Builders

Signature: 

Print Name: Nicholas Gutierrez

Title: Owner

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATE
DOCUMENT 00 40 05

Labor Code Section 3700, in relevant part, provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

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

N G Builders

Name of Contractor

[Signature]

Signature

Nicholas Gutierrez

Print Name

3/6/25

Date

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

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT NO. 70061
FEBRUARY 6, 2025

WORKER'S COMPENSATION CERTIFICATION
DOCUMENT 00 40 05

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

PROJECT/CONTRACT NO. 70061 between Oakland Unified
School District ("District") and N 6 Builders
("Contractor" or "Bidder") ("Contract" or "Project").

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

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

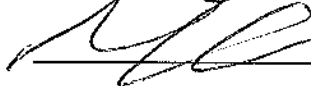
Date:

3/6/25

Proper Name of Contractor:

N 6 Builders

Signature:



Print Name:

Nicholas Gutierrez

Title:

Owner

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION
DOCUMENT 00 42 00

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

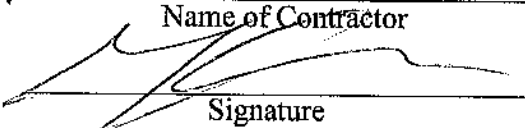
Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

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

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

N G Barros
Name of Contractor

Signature
Nicholas G. Barros
Print Name

3/6/25
Date

TOBACCO-FREE ENVIRONMENT CERTIFICATION
DOCUMENT 00 42 01

PROJECT NO. 70061 ("Project") between Oakland Unified School District (the "District" or the "Owner") and N 6 Builders (the "Contractor" or the "Bidder").

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

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

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

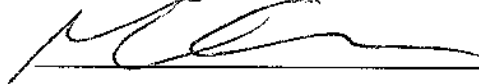
Date:

3/6/25

Proper Name of Contractor:

N 6 Builders

Signature:



Print Name:

Nicholas Gutierrez

Title:

owner

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION
DOCUMENT 00 42 02

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

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

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

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

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

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

Date:

3/6/25

Proper Name of Contractor:

N C Builders

Signature:

[Signature]

Print Name:

Nicholas Gutierrez

Title:

Owner

LEAD-BASED MATERIALS CERTIFICATION
DOCUMENT 00 42 03

PROJECT/CONTRACT NO. 70061 between Oakland Unified School District ("District") and A C Builders ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

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

1. Lead as a Health Hazard

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

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

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

2. Overview of California Law

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

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

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

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

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

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

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

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

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

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

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

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

4. Contractor's Liability

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

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

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


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

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

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

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

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

Date: 3/6/25
Proper Name of Contractor: N G Builders
Signature: 
Print Name: Nicholas Gutierrez
Title: owner

END OF DOCUMENT

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: CE 12565900283

KNOW ALL MEN BY THESE PRESENTS that we, Next Generation of Builders LLC as Principal, and Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of Three Hundred Forty-Five Thousand and 00/100 Dollars (\$ 345,000.00) 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 **June 6, 2025**, for construction of

the Franklin Elementary School Restroom Remodel Project, located at 915 Foothill Blvd, Oakland, (the "Contract"), Scope of work includes: Demo and replace tiles, stalls, soap dispensers, mirrors, and paper towel dispensers. Install fire-rated color stalls. Install gray ceramic tiles with gray grout from floor to ceiling. Pressure wash, patch, and repair flooring; apply new epoxy finish. Clean, prep, and repaint existing painted areas with white semi-gloss. Install new LED lighting. Toilets, Urinals, and faucets will be owner bought and provided and contractor installed. Contractor is responsible for Hazmat removal and will need CSLB Hazardous Substance Removal Certification

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.

{SR798942} I

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT NO.:70061

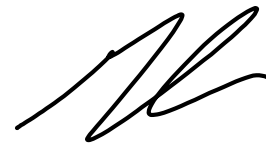
PERFORMANCE BOND
DOCUMENT 00 61 00

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 _____ day of _____, 2025, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)



Next Generation of Builders
(Individual Principal)

3100 Dutton Ave Suite 223 Santa Rosa CA
(Business Address)

(Affix Corporate Seal)

Next Generation of Builders LLC
(Corporate Principal)

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

(Affix Corporate Seal)

Philadelphia Indemnity Insurance Company
(Corporate Surety)

One Bala Plaza, 231 St. Asaphs Rd
Bala Cynwyd PA 19004
(Business Address)
913.214.8344

By: 

Gary T. Eastman, Attorney-in-Fact

{SR798942}2

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

The total amount of premium charged is \$10,350.

The above must be filled in by Corporate Surety.

{SR798942}3

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT NO.:70061

PERFORMANCE BOND
DOCUMENT 00 61 00

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: CE 12565900283

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Next Generation of Builders LLC, 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 Franklin Elementary School Restroom Remodel Project, located at 915 Foothill Blvd, Oakland, (the "Contract"), Scope of work includes: Demo and replace tiles, stalls, soap dispensers, mirrors, and paper towel dispensers. Install fire-rated color stalls. Install gray ceramic tiles with gray grout from floor to ceiling. Pressure wash, patch, and repair flooring; apply new epoxy finish. Clean, prep, and repaint existing painted areas with white semi-gloss. Install new LED lighting. Toilets, Urinals, and faucets will be owner bought and provided and contractor installed. Contractor is responsible for Hazmat removal and will need CSLB Hazardous Substance Removal Certification.

which said agreement dated June 6, 2025, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Philadelphia Indemnity Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Three Hundred Forty-Five Thousand and 00/100 Dollars (\$ 345,000.00) 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,

{SR798938} 1

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT. NO.:70061

PAYMENT BOND
DOCUMENT 00 61 01

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.

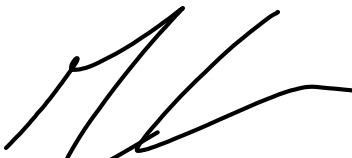
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

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 _____ day of _____, 2025.

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



Next Generation of Builders LLC

Principal

100 Dutton Ave, Suite 223

Santa Rosa CA 95407

Philadelphia Indemnity Insurance Company
Surety

One Bala Plaza, 231 St. Asaphs Rd

Bala Cynwyd PA 19004

By: 
Attorney-in-Fact

Gary T. Eastman, Attorney-in-Fact

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

{SR798938}2

OAKLAND UNIFIED SCHOOL DISTRICT
FRANKLIN ELEMENTARY SCHOOL
RESTROOM REMODEL
PROJECT. NO.:70061

PAYMENT BOND
DOCUMENT 00 61 01

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

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

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

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

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

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

(Seal)

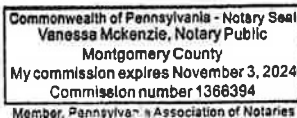


John Glomb
John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

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

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of April, 2025.



Edward Sayago
Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2024

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

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

PRODUCER Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova, CA 95742	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 877-308-9663 E-MAIL ADDRESS: certs@inszoneins.com	FAX (A/C, No): 916-400-2625
License#: 0F82764 NGBUILD-01	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Nicholas Gutierrez DBA: N G Builders 1015 Stanislaus Way Santa Rosa, CA 95401	INSURER A: State National Insurance Company	12831
	INSURER B: California Automobile Insurance Co	38342
	INSURER C: Clear Spring Property and Casualty Company	15563
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 226351209**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	NXTOGICJ4P-03-GL	7/6/2024	7/6/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	BA040000083490	9/5/2023	9/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	CWC00036803	7/3/2024	7/3/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project # 24114 - Notice of Intent to Award - Oakland Unified School District - Bridges Academy Site Improvements

Additional Insured on the General Liability & Commercial Auto.

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

CERTIFICATE HOLDER**CANCELLATION**Oakland Unified School District
955 High Street
Oakland, CA 94601

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Franklin Elementary School Restroom Remodel	Site	116
---------------------	--	-------------	------------

Basic Directions

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

Attachment Checklist	<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

Contractor Name	Next Generation of Builders, LLC	Agency's Contact	Josie Marrufo				
OUSD Vendor ID #	009085	Title	Owner				
Street Address	3100 Dutton Avenue, Suite 223	City	Santa Rosa	State	CA	Zip	95407
Telephone	707-890-2896	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	70061						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-06-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	08-05-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$345,000.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	


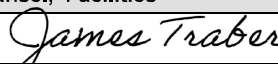

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9914/9074	Deferr Fund 140	140-9914-0-9075-8500-6273-116-9880-9000-9999-99999	6273	\$345,000.00

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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Buildings & Grounds				
	Signature 		Date Approved	Apr 16, 2025	
	MARC WHITE (Apr 16, 2025 11:47 PDT)				
2.	OUSD Counsel, Facilities				
	Signature 		Date Approved	4/10/2025	
	James Traber				
3.	Chief Systems & Services Officer				
	Signature 		Date Approved	Apr 16, 2025	
	PRESTON THOMAS (Apr 17, 2025 11:06 PDT)				
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		