

Board Office Use: Legislative File Info.	
File ID Number	26-0454
Introduction Date	03-25-2026
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Mark White, Director, of Buildings and Grounds

Board Meeting Date March 25, 2026

Subject Agreement Between Owner and Contractor – Next Generation of Builders, LLC – Markham Elementary School Boys Toilet Renovation Project – Buildings and Grounds Department

Action Requested Approval by the Board of Education of the Agreement Between Owner and Contractor by and between the **District and Next Generation of Builders, LLC**, Santa Clara, CA, for the latter to provide renovation of the boys toilet room, which includes supplying, equipment, and materials to demolish existing fixtures, partitions, flooring, ceiling, and finishes, along with hazardous material (lead) abatement. New construction includes plumbing, mechanical, electrical, ceiling, wall, and floor finishes, ADA-compliant toilet partitions, lavatories, urinals, and related specialty items. Additional work includes painting, carpentry, signage, floor drains, and minor structural modifications., as part of the **Markham Elementary School Boys Toilet Renovation Project**, in the amount of **\$238,475.00**, which includes a contingency fee of **\$25,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **June 1, 2026**, and required to be completed within sixty days (60), with an anticipated ending of **July 31, 2026**.

Discussion Contractor was selected through competitive bidding. (Public Contract Code § 22037).

LBP (Local Business Participation Percentage) 00.0%

Recommendation Approval by the Board of Education of the Agreement Between Owner and Contractor by and between the District and Next Generation of Builders, LLC, Santa Clara, CA, for the latter to provide renovation of the boys toilet room, which includes supplying, equipment, and materials to demolish existing fixtures, partitions, flooring, ceiling, and finishes, along with hazardous material (lead) abatement. New construction includes plumbing, mechanical, electrical, ceiling, wall, and floor finishes, ADA-compliant toilet partitions, lavatories, urinals, and related specialty items. Additional work includes painting, carpentry, signage, floor drains, and minor structural modifications., as part of the Markham Elementary School Boys Toilet Renovation Project, in the amount of \$238,475.00, which includes a contingency fee of \$25,000.00, as the lowest responsive bidder, with the work anticipated to commence on June 1, 2026, and required to be completed within sixty days (60), with an anticipated ending of July 31, 2026.

Fiscal Impact Fund 140 Deferred Maintenance

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 26-0454

Department: Buildings and Ground

Vendor Name: Next Generation of Builders, LLC

Project Name: Markham ES Boys Toilet Room Renovation

Project No.: 70063

Contract Term: Intended Start: June 1, 2026

Intended End: July 31, 2026

Total Cost Over Contract Term: \$238,475.00

Approved by: Preston Thomas

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

Next Generation of Builders, LLC will provide renovation of the boys toilet room, which includes supplying, equipment, and materials to demolish existing fixtures, partitions, flooring, ceiling, and finishes, along with hazardous material (lead) abatement. New construction includes plumbing, mechanical, electrical, ceiling, wall, and floor finishes, ADA-compliant toilet partitions, lavatories, urinals, and related specialty items. Additional work includes painting, carpentry, signage, floor drains, and minor structural modifications, as part of the Markham ES Boys Toilet Room Renovation Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

[Empty box for answer]

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:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **June 1, 2026**, 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 and described as: Next Generation of Builders LLC, shall provide renovation of the boys toilet room, which includes supplying, equipment, and materials to demolish existing fixtures, partitions, flooring, ceiling, and finishes, along with hazardous material (lead) abatement. New construction includes plumbing, mechanical, electrical, ceiling, wall, and floor finishes, ADA-compliant toilet partitions, lavatories, urinals, and related specialty items. Additional work includes painting, carpentry, signage, floor drains, and minor structural modifications. All work must comply with current building codes and DSA requirements.

the Markham Elementary School Boys Toilet Room Renovation Project, at located 7220 Krause Avenue, Oakland, CA (the “Contract”)

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

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

and other Contract Documents relating thereto.

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

ARTICLE II. CONTRACT DOCUMENTS.

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

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be sixty (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 1, 2026**, in which case the deadline for Completion would be **July 31, 2026**.

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

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

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

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

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

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

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

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

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **TWO HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS NO/100 (\$238,475.00)** 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 **TWENTY-FIVE THOUSAND DOLLARS NO/100 (\$25,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

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

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

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

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

ARTICLE VII. PREVAILING WAGES.

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

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

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

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

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

ARTICLE VIII. WORKING HOURS.

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

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

ARTICLE IX. APPRENTICES.

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

ARTICLE X. DSA OVERSIGHT PROCESS.

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

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

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

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

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

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

ARTICLE XII. ENTIRE AGREEMENT.

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

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

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

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XV. BINDING EFFECT.

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

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

If any provision of the Contract shall be held invalid or unenforceable by a court of competent

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

ARTICLE XVII. AMENDMENTS.

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

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

ARTICLE XIX. WRITTEN NOTICE.

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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION

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

**CONTRACTOR:
NEXT GENERATION OF BUILDERS, LLC**

Signature: *Michael Gutierrez*

Name: *Nicholas Gutierrez*

Date: *2/20/26*

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

Signature _____

Name: _____

Date: _____

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

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education

Date

**Denise Saddler, Ed.D., Interim Superintendent
and Secretary, Board of Education**

Date



MARC WHITE (Mar 2, 2026 10:49:08 PST)

Mar 2, 2026

Marc White, Director, Buildings & Grounds

Date

Approved As To Form:



OUSD Facilities Legal Counsel

2/25/2026

Date

1078311
**CALIFORNIA CONTRACTOR'S
LICENSE NO.**

7/31/2027
LICENSE EXPIRATION DATE

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

**Oakland Unified School District
Division of Facilities Planning and Management**

BID OPENING TABULATION SHEET

School: Markham ES
 Project: Boys Toilet Room Renovation
 Project #: 70063
 Estimate: \$243,000

Date: Wednesday, February 4, 2026
 Time: 2:00 p.m.
 Project Mgr: Marcus Board
 Architect: Bartos Architects

Signature of Witness to Bid *Rubian Lewis*

Signature of Bid Opener *[Handwritten Signature]*

Company:	Native Soil, Inc.	Base Bid:	\$ 460,000.00	Required Day of Bid:	
Address:	1721 Broadway, Suite #201	Allowance:	\$ 25,000.00	Signed Bid Form	X
City/State:	Oakland, CA 94612	TOTAL:	\$ 485,000.00	Addendum Acknow.	X
Phone:	510-590-1361	Allowance:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	
		Time Submitted	Date Submitted	Site Visit Certification	X
		12:57 p.m.	2/4/2026	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		Time Opened	Date Opened	DVBE Forms	
		2:10 p.m.	2/4/2026		
Company:	K&K JL Services, Inc.	Base Bid:	\$ 270,239.00	Required Day of Bid:	
Address:	2300 S Watney Way, Unit 1	Allowance:	\$ 25,000.00	Signed Bid Form	X
City/State:	Fairfield, CA 94533	TOTAL:	\$ 295,239.00	Addendum Acknow.	X
Phone:	510-209-0742	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	
		Time Submitted	Date Submitted	Site Visit Certification	X
		12:09 p.m.	2/4/2026	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		Time Opened	Date Opened	DVBE Forms	
		2:21 p.m.	2/4/2026		
Company:	Pro-Ex Construction, Inc.	Base Bid:	\$ 442,360.80	Required Day of Bid:	
Address:	3223 Luyang Drive	Allowance:	\$ 25,000.00	Signed Bid Form	X
City/State:	Rancho Cordova, CA 95742	TOTAL:	\$ 467,360.80	Addendum Acknow.	X
Phone:	916-970-0097	Alternates:		Bid Bond	X
Fax:	916-222-1478			Non-Collusion	X
				Iran Contracting Certification	
		Time Submitted	Date Submitted	Site Visit Certification	X
		10:42 p.m.	2/4/2026	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		Time Opened	Date Opened	DVBE Forms	
		2:25 p.m.	2/4/2026		
Company:	SDM Construction	Base Bid:	\$ 214,590.00	Required Day of Bid:	
Address:	2055 Sierra Road, Apt. #57	Allowance:	\$ 25,000.00	Signed Bid Form	X
City/State:	Concord, CA 94518	TOTAL:	\$ 239,590.00	Addendum Acknow.	X
Phone:	415-610-0444	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	
		Time Submitted	Date Submitted	Site Visit Certification	X
		12:35 p.m.	2/4/2026	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Required Doc's within 24 hrs	
		Time Opened	Date Opened	Local Business Participation Form	
		2:30 p.m.	2/4/2026	DVBE Forms	
Company:	Streamline Builders	Base Bid:	\$ 298,000.00	Required Day of Bid:	
Address:	14 Nephi Ct.	Allowance:	\$ 25,000.00	Signed Bid Form	X

**Oakland Unified School District
Division of Facilities Planning and Management**

BID OPENING TABULATION SHEET

City/State:	Concord, CA 94549	TOTAL:	\$ 323,000.00	Addendum Acknow.	X
Phone:	415-828-0135	Alternates:		Bid Bond	X
Fax:	415-664-5717			Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:54 p.m.	2/4/2026	Contractor's Sub List	X
				Debgarment Suspension & Schd Z	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	
		2:35 p.m.	2/4/2026	DVBE Forms	
Company: Branco Construction					
Address:	531 North Mills Avenue	Base Bid:	\$ 439,407.00	Required Day of Bid:	
City/State:	Lodi, CA 95242	Allowance:	\$ 25,000.00	Signed Bid Form	X
Phone:	209-712-6561	TOTAL:	\$ 464,407.00	Addendum Acknow.	X
Fax:		Alternates:		Bid Bond	X
				Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:53 p.m.	2/4/2026	Contractor's Sub List	X
				Debgarment Suspension & Schd Z	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	
		2:40 p.m.	2/4/2026	DVBE Forms	
Company: NG Builder Company					
Address:	3100 Dutton Ave., Suite #223	Base Bid:	\$ 213,475.00	Required Day of Bid:	
City/State:	Santa Rosa, CA 95407	Allowance:	\$ 25,000.00	Signed Bid Form	X
Phone:	707-852-5046	TOTAL:	\$ 238,475.00	Addendum Acknow.	X
Fax:		Alternates:		Bid Bond	X
				Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:45 p.m.	2/4/2026	Contractor's Sub List	X
				Debgarment Suspension & Schd Z	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	
		2:44 p.m.	2/4/2026	DVBE Forms	
Company:					
Address:		Base Bid:		Required Day of Bid:	
City/State:		Allowance:		Signed Bid Form	
Phone:		TOTAL:		Addendum Acknow.	
Fax:		Alternates:		Bid Bond	
				Non-Collusion	
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	
				DVBE Forms	

Written By: La Juana Lewis

Read By: Juanita Hunter

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: LICX1987575

KNOW ALL MEN BY THESE PRESENTS that we, N G Builder Company, as Principal, and Lexon 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 TWO HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS NO/100 (\$238,475.00) 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 1, 2026, for construction of

the Markham Elementary School Boys Toilet Room Renovation Project, located at 7220 Krause Avenue, Oakland, CA 94605 (the "Contract"), The scope of work consists of the Markham Elementary School Boys Restroom Renovation involves complete renovation of main building's 432 SF boys' restroom. Work includes demolition of existing fixtures, partitions, flooring, ceiling, and finishes, along with hazardous material abatement. New construction includes plumbing, mechanical, electrical, ceiling, wall, and floor finishes, ADA-compliant toilet partitions, lavatories, urinals, and related specialty items. Additional work includes painting, carpentry, signage, floor drains, and minor structural modifications. All work must comply with current building codes and DSA requirements.

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

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or

OAKLAND UNIFIED SCHOOL DISTRICT
MARKHAM ELEMENTARY SCHOOL
BOYS TOILET ROOM RENOVATION
PROJECT NO. 70063

{SR798942} 1

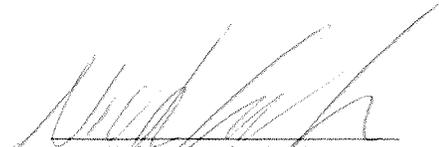
PERFORMANCE BOND
DOCUMENT 00 61 00

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 18th day of February, 2026, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)


(Individual Principal)
3100 Dutton Ave
(Business Address) Santa Rosa CA

(Affix Corporate Seal)

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

Lexon Insurance Company
(Corporate Surety)

12890 Lebanon Rd, Mount
Juliet TN 37122 (Business
Address)

By: 
Gary T. Eastman, Attorney-
in-Fact

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

The total amount of premium charged is \$5,962.

The above must be filled in by Corporate Surety.

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: LICX1987575

KNOW ALL MEN BY THESE PRESENTS:

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

the Markham Elementary School Boys Toilet Room Renovation Project, located at 7220 Krause Avenue, Oakland, CA 94605 (the "Contract"), The scope of work consists of the Markham Elementary School Boys Restroom Renovation involves complete renovation of main building's 432 SF boys' restroom. Work includes demolition of existing fixtures, partitions, flooring, ceiling, and finishes, along with hazardous material abatement. New construction includes plumbing, mechanical, electrical, ceiling, wall, and floor finishes, ADA-compliant toilet partitions, lavatories, urinals, and related specialty items. Additional work includes painting, carpentry, signage, floor drains, and minor structural modifications. All work must comply with current building codes and DSA requirements.

which said agreement dated June 1, 2026 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 Lexon 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 TWO HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS NO/100 (\$238,475.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

{SR798938} |

OAKLAND UNIFIED SCHOOL DISTRICT
MARKHAM ELEMENTARY SCHOOL
BOYS TOILET ROOM RENOVATION
PROJECT NO. 70063

PAYMENT BOND
DOCUMENT 00 61 01

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

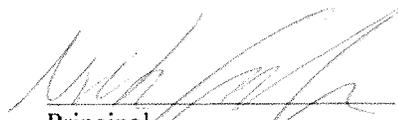
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

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 18th day of February, 2026.

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


Principal
Nicholas Gutierrez

Lexon Insurance Company
Surety
12890 Lebanon Rd, Mount
Juliet TN 37122

By: 
Gary T. Eastman, Attorney-
in-Fact

Attorney-in-Fact

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

{SR798938}2

OAKLAND UNIFIED SCHOOL DISTRICT
MARKHAM ELEMENTARY SCHOOL
BOYS TOILET ROOM RENOVATION
PROJECT NO. 70063

PAYMENT BOND
DOCUMENT 00 61 01

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ('EAC'), **Endurance American Insurance Company**, a Delaware corporation ('EAIC'), **Lexon Insurance Company**, a Texas corporation ('LIC'), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Gary Eastman** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

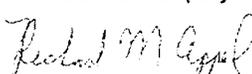
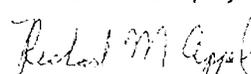
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

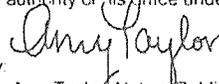
RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

<p>Endurance Assurance Corporation</p>  <p>By: Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p>  <p>By: Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p>  <p>By: Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p>  <p>By: Richard Appel; SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that they are an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.


 By: **Amy Taylor, Notary Public – My Commission Expires 3/9/27**


CERTIFICATE

- I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:
1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
 2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified: "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,** and be it further RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 18th day of February, 20 26


 By: **Daniel S. Lurge, Secretary**

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.** The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <https://www.treasury.gov/resource-center/sanctions/SDN-List>. In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.
Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility 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: 2/20/26


Signature

Name: Michaelis Gutierrez

Title: father

ATTACHMENT A

Violent and Serious Felonies

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

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.

- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

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

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant

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

ATTACHMENT B

**INDEPENDENT CONTRACTOR STUDENT CONTACT FORM
FOR CONSTRUCTION CONTRACTS**

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

Contractor Firm Name: D G Builder Company
Supervisor/Foreman Name: Michael Gutierrez
Start Date: TBD
Completion Date: TBD
Location of Work: OUSD
Hours of Work: 8 hours per day
Length of Time on Grounds: 60 days
Number of Employees on the Job: 3

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

- A physical barrier will be installed at the worksite to limit contact with pupils.
- Contractor is not a sole proprietorship, and its employees will be continually monitored and supervised by one of its employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

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

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

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

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

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

Dated: 7/20/24

Signature: 
Typed Name: Nicholas Contreras
Title: owner
Contractor: L. L. Builders Company

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Markham ES Boys Toilet Room Renovation	Site	138
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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
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Contractor Information

Contractor Name	Next Generation Builders, LLC	Agency's Contact	Josie Marrufo		
OUSD Vendor ID #	009085	Title			
Street Address	3100 Dutton Avenue, Suite 223	City	Santa Rosa	State	CA Zip 95407
Telephone	707-890-2896	Policy Expires			
Contractor History	Previously been an OUSD contractor? <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 #	70063				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-01-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	07-31-2026
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$238,475.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

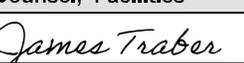
Budget Information

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
9914/9080	Fund 140	140-9914-0-9080-8500-6273-138-9880-9000-9999-99999	6273	\$238,475.00

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 and Grounds				
	Signature 	Date Approved	Mar 2, 2026		
	<small>MARC WHITE (Mar 2, 2026 10:49:08 PST)</small>				
2.	OUSD Legal Counsel, Facilities				
	Signature 	Date Approved	2/25/2026		
3.	Chief Systems & Services Officer				
	Signature 	Date Approved	Mar 2, 2026		
	<small>Preston Thomas (Mar 2, 2026 13:10:33 PST)</small>				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			