

Board Office Use: Legislative File Info.	
File ID Number	26-1092
Introduction Date	5-27-2026
Enactment Number	
Enactment Date	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education
From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Sele Nadel-Hayes, Executive Director, Facilities
Board Meeting Date May 27, 2026
Subject Change Order No.1, Agreement Between Owner and Contractor –Tulum Innovative Engineering, Inc. – Joaquin Miller Elementary Site Improvements Project- Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Change Order No. 1, Agreement Between Owner and Contractor by and between the **District and Tulum Innovative Engineering, Inc., Oakland, CA**, for the latter to provide additional scope based on OUSD’s direction and unforeseen site conditions, including asbestos-contaminated soil excavation and disposal; additional asphalt removal and overtime for seal coating; Tulum overtime and double-time for dry creek installation; additional PIP safety surfacing; additional preparation and painting of exterior walls; and extended weeks of air monitoring for KABOOM, as identified in PCO’s No.2 through 4 and No. 6 through 9, for the **Joaquin Miller Elementary Site Improvements Project**, in the not-to-exceed amount of \$203,565.90, increasing contract price from \$598,634.00 to \$802,199.90. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Change Order is for additional construction services due to unforeseen site conditions occurred during the construction phase.

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education of Change Order No. 1, Agreement Between Owner and Contractor by and between the District and Tulum Innovative Engineering, Inc., Oakland, CA, for the latter to provide additional scope based on OUSD’s direction and unforeseen site conditions, including asbestos-contaminated soil excavation and disposal; additional asphalt removal and overtime for seal coating; Tulum overtime and double-time for dry creek installation; additional PIP safety surfacing; additional preparation and painting of exterior walls; and extended weeks of air monitoring for KABOOM, as identified in PCO’s No.2 through 4 and No. 6 through 9, for the Joaquin Miller Elementary Site Improvements Project, in the not-to-exceed amount of \$203,565.90, increasing contract price from \$598,634.00 to \$802,199.90. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 01 General Fund ELOP

Attachments

- Change Order No. 1 and Other Documents
- Routing Form

- File ID: 25-1290

Memorandum:

Date: 5/14/2025

To: Muhanad Amous

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

From: Tiffany Knuckles

Subject: LBU Memo - Project #24167 - Joaquin Miller Elementary - Joaquin Miller ES Site Improvement

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

Project: 24167 **Project Site(s):** Joaquin Miller Elementary

Name: Joaquin Miller ES Site Improvement

Analysis:

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

LBU Recommendation:

EXEMPT (Fund Source)

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

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance



CHANGE ORDER

Owner: Oakland Unified School District
Project: Joaquin Miller ES Site Improvement
School:
Contractor: Tulum Innovative Engineering

Change Order No.: 01

Date: March 24, 2026

DSA File No.: N/A
DSA Application No.: N/A
OUSD Project #: Project 24167
Manager: Muhanad Amous

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

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):

- Contractor's PCO #2 – Asbestos soil excavation and disposal
- Contractor's PCO #3 – Additional asphalt removal & OT for seal coat
- Contractor's PCO #4 – Tulum OT & DT for dry creek installation
- Contractor's PCO #6 – Additional PIP safety surfacing
- Contractor's PCO #7 – Additional prep and painting at exterior walls
- Contractor's PCO #8 – Additional weeks of air monitoring for KABOOM
- Contractor's PCO #9 – Premium time due to late start

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$203,565.90

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

Director Initials

Handwritten initials "MA" in black ink, written over a horizontal line.



SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	\$598,634.00
Prior Change Orders:	+ \$0
Total Contract Price Prior to this Change Order	= \$598,634.00
This Change Order's Adjustment:	+ 203,565.90
Adjusted Contract Price (include all special and contingency allowances):	= \$802,199.90

Current Change Order's Percentage of Original Contract Price:	34%
Total Change Orders' Percentage of Original Contract Price:	34%

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

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	August 30, 2025
Time extensions granted in prior change orders:	+ 0 Calendar Days
Time extension granted in this change order:	+ 0 Calendar Days
Adjusted contract completion deadline:	= August 30, 2025



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

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

<p>Approved: Architect of Record</p> <p>Print Name:</p> <p>Signature:</p> <p>Date:</p>	<p>Approved and Agreed: General Contractor</p> <p>Marissa M Zamora Print Name:</p> <p><i>Marissa M Zamora</i> Signature:</p> <p>03/26/26 Date:</p>	<p>Approved and Agreed:</p> <p>Chief of Systems & Services Officer <i>[Signature]</i></p> <p>Date: 4-16-26</p>
<p>Approved as to Form:</p> <p><i>James Traber</i></p> <p>OUSD Facilities Counsel</p> <p>Date: 5/1/2026</p>		



CHANGE ORDER REQUEST (Proposed Change Order)

No. 2

PROJECT: Joaquin Miller Site Improvement Project
Joaquin Miller Elementary School

DATE: MARCH 18, 2026

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: TULUM INNOVATIVE ENGINEERING
3101 Hyde Street
Oakland, CA 94601

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24167
PROJECT MANAGER: Muhand Amous

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

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Excavation of post holes for the new play structures was initially intended to be performed by KABOOMI, a nonprofit partner assisting with installation of the play equipment. However, due to the presence of naturally occurring asbestos in soils on site, KABOOMI's contractor was not qualified to handle or dispose of the excavated materials. At OUSD's request, the general contractor performed the excavation and proper handling and disposal of the excavated materials to maintain compliance with asbestos safety requirements.

This work is included under the Contractor's Change Order Proposal CCO #2

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$55,793.68

- If Contractor requests payment from an allowance, please indicate which allowance: Contingency
- Tulum CCO #2 total amount is \$ 97,197.40. \$55,793.68 will be track with AED #2. The remaining \$41,403.72 will be tracked through OUSD CO #1

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

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



CERTIFICATION

I, Marissa Zamora, declare the following:

Tulum Innovative Engineering, Inc. dba Tulum Systems has contracted with Oakland Unified School District for the Joaquin Miller ES Site Improvement Contract ("Contract"). Tulum Innovative Engineering, Inc. dba Tulum Systems authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension Oakland Unified School District regarding this Contract (such COR or AER being dated August 1, 2025, and entitled ASBESTOS SOIL EXCAVATION AND DISPOSAL, and requesting \$97,676.20 and/or 0 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at Tulum Innovative Engineering, Inc. dba Tulum Systems regarding this COR or AER.

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

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District is responsible under its Contract with Tulum Innovative Engineering, Inc. dba Tulum Systems.

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for Tulum Innovative Engineering, Inc. dba Tulum Systems) when necessary to ensure that the statements were true and correct.

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed March 18, 2026 at Oakland, California.

Marissa M Zamora [signature]

Marissa M Zamora, President & CEO [name of declarant]
Tulum Innovative Engineering, Inc dba Tulum Systems

319-661/7106498.1



CHANGE ORDER REQUEST (Proposed Change Order)

No. 3

PROJECT: Joaquin Miller Site Improvement Project
Joaquin Miller Elementary School

DATE: MARCH 18, 2026

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: TULUM INNOVATIVE ENGINEERING
3101 Hyde Street
Oakland, CA 94601

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24167
PROJECT MANAGER: Muhand Amous

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

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

The bid documents originally specified removal of existing pavement up to 4 inches in depth. During construction, it was determined that pavement thickness in several locations exceeded the specified depth, including areas within the new garden, nature spaces, and playground areas. As a result, the Contractor was required to perform additional demolition, handling, and disposal of the thicker asphalt sections.

In addition, seal coating was originally intended to be completed in a single phase as part of the base work. However, at OUSD's direction, the seal coating work was required to be performed in multiple phases to accommodate other work activities occurring on site. This required the Contractor to return to the site at a later date to complete seal coating for portions of the schoolyard, resulting in additional overtime costs associated with the phased installation.

This work is included under the Contractor's Change Order Proposal CCO #3.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 38,756.81

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

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

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



CERTIFICATION

I, Marissa Zamora, declare the following:

Tulum Innovative Engineering, Inc. dba Tulum Systems has contracted with Oakland Unified School District for the Joaquin Miller ES Site Improvement Contract ("Contract"). Tulum Innovative Engineering, Inc. dba Tulum Systems authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension Oakland Unified School District regarding this Contract (such COR or AER being dated March 5, 2026, and entitled ADDITIONAL ASPHALT REMOVAL & OT FOR SEAL COAT, and requesting \$38,756.81 and/or 0 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at Tulum Innovative Engineering, Inc. dba Tulum Systems regarding this COR or AER.

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

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District is responsible under its Contract with Tulum Innovative Engineering, Inc. dba Tulum Systems.

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for Tulum Innovative Engineering, Inc. dba Tulum Systems) when necessary to ensure that the statements were true and correct.

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed March 18, 2026 at Oakland, California.

Marissa M Zamora [signature]
Marissa M Zamora, President & CEO [name of declarant]
Tulum Innovative Engineering, Inc. dba Tulum Systems

319-661/7106498.1

OAKLAND UNIFIED SCHOOL DISTRICT
 JOAQUIN MILLER ES SITE IMPROVEMENTS
 PROJ # 24167
 PCO#003 R3 ADDITIONAL ASPHALT PATCH PAVING & OT FOR SEAL COAT

To: M. ANOUS/PM
 From: Emil Vinuya, PE/Chief Cost Estimator
 Date: 9-Mar-26

General Comments:

1 GENERAL CONTRACTOR: TULUM SYSTEMS

Per Contract, Bonds should be 1.5%, not 2% used by Tulum.

Work provided by Tulum is only FM supervision.

2 SUBCONTRACOR: NATIVE SOIL

Overall revised cost provided by Native Soil appears reasonable.

3 SUB-SUBCONTRACTOR: FORTICON

Cost for the OT for Seal Coating appear reasonable.

4 GENERAL CONTRACTOR's COST PROPOSALS \$ 38,947.73

ESTIMATED CONSTRUCTION COST FOR PCO#003 R3 \$ 38,756.81

Detailed Estimate

#003 R3

JOAQUIN MILLER ES SITE IMPROVEMENTS											
										Date: _____	
No.	PCO#003 R3					LABOR COST		MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		TULUM									
Project Description:		ADDITIONAL ASPHALT PATCH PAVING & OT FOR SEAL COAT									
1	SCOPE OF WORK:										
2	OT for Seal Coat										
3											
4	MATERIALS:										
5	MATERIALS:	0.00	EA	0.00	0.00			\$ -	\$ -		
6											
7	LABOR:										
8	Laborer/FM	1.00	EA	8.00	8.00	\$ 94.42	\$ 755.36		\$ 755.36		
9											
10											
11											
12											
13	EQUIPMENT:										
14	Not Used	0.00		0.00	0.00				\$ -	\$ -	
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25	SHEET TOTALS			8.00		\$ 94.42	\$755.36			\$ -	

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
PCO#003 R3 **JOAQUIN MILLER ES SITE IMPROVEMENTS**
Oakland, CA

Project Number: 24167
 Date: 9-Mar-26

Description : **PCO#1**
 ADDITIONAL ASPHALT PATCH PAVING & OT FOR SEAL COAT

Reference Drawing: **Cost Proposal dated 08/22/2023**
 SUBCONTRACTOR: **NATIVE SOIL**

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ - OT	\$ -	#REF!		\$ -
4 PAVING				
5				
6				
7				
8				
9 \$ -	+ \$ -	+ #REF!		= \$ -
10				
11	Expenses:			
12	Material Sales Tax.....	10.25%	of Total Material:	Incl.
13	Rental Sales Tax.....	10.25%	of Total Rental:	Incl.
14				
15			Subtotal - Line 7 thru 12:	\$ -
16				
17	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	\$ -
18	*(Overhead, Bond & Insurance Premiums & Profit)			
19				
20			Subtotal - Line 13 thru 19:	\$ -
21				
22			Subcontractor's Cost - Norticon	\$ 33,846.15
23			TOTAL - Subcontractor's Cost	\$ 33,846.15
24				
25	General Contractor OH&P on Sub Cost:	5.00% *		\$ 1,692.31
26			SUBTOTAL	\$ 35,538.46
27	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			
28	Subcontractor Bond & ins.:	1.50%		\$ -
29			SUBTOTAL	\$ 35,538.46
30				
31			TOTAL PROBABLE CONSTRUCTION COST - NATIVE SOIL	\$ 35,538.46

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
PCO#003 R3 JOAQUIN MILLER ES SITE IMPROVEMENTS
Oakland, CA

Project Number: 24167
 Date: 9-Mar-26

Description : **PCO#1**
ADDITIONAL ASPHALT PATCH PAVING & OT FOR SEAL COAT
DEMOLITION

Reference Drawing: Cost Proposal dated 03/05/2026
 SUBCONTRACTOR: NATIVE SOIL

NATIVE SOIL				
Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 16,326.00	\$ 12,799.40	\$ 3,344.81		\$ 32,470.21
4				
5				
6				
7				
8				
9				
10 \$ 16,326.00	+ \$ 12,799.40	+ \$ 3,344.81	=	\$ 32,470.21
11	Expenses:			
12	Material Sales Tax.....	10.25%	of Total Material:	\$ 1,375.9
13	Rental Sales Tax.....	10.25%	of Total Rental:	Incl.
14				
15				
16			Subtotal - Line 7 thru 12:	\$ 33,846.15
17				
18	General Contractor OH, B&IP, &P:	0.00% *	Total Cost	\$ -
19	*(Overhead, Bond & Insurance Premiums & Profit)			
20				
21			Subtotal - Line 13 thru 19:	\$ 33,846.15
22				
23			Subcontractor's Cost -FORTICON	\$ -
24			TOTAL - Subcontractor's Cost	\$ -
25				
26	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
27			SUBTOTAL	\$ 33,846.15
28	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			
29	Subcontractor Bond & ins.:	0.00%		\$ -
30			SUBTOTAL	\$ 33,846.15
31				
32			TOTAL PROBABLE CONSTRUCTION COST - NORTICON	\$ 33,846.15

Detailed Estimate

#003 R3

JOAQUIN MILLER ES SITE IMPROVEMENTS											
										Date: 3/10/2026	
No.	PCO#003 R3					LABOR COST		MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEI	3/10/2026	NATIVE SOIL									
Project Description:		ADDITIONAL ASPHALT PATCH PAVING & OT FOR SEAL COAT									
1	SCOPE OF WORK:										
2	Demolition										
3											
4	MATERIALS:										
5	Haul & dump fee @ garden enhancement	5.6	Ton	0.00	0.00			\$ 40.00	\$ 222.22		
6	Haul & dump fee @ play area	66.7	Ton	0.00	0.00			\$ 40.00	\$ 2,666.67		
7	Haul & dump @ nature area	60.19	Ton	0.00	0.00			\$ 40.00	\$ 2,407.41		
8	Hauling Company	8.83	days	0.00	0.00			\$ 850.00	\$ 7,503.10		
9											
10	LABOR:										
11	Laborer/FM	5.00	EA	40.00	200.00	\$ 81.63	\$ 16,326.00				
12											
13	EQUIPMENT:										
14	Skid steer	1.00	EA	40.00	40.00					\$ 55.80	\$ 2,231.97
15	Mini Ex	1.00	EA	40.00	40.00					\$ 27.82	\$ 1,112.84
16											
17											
18											
19											
20											
21											
22											
23											
24											
25	SHEET TOTALS				200.00	\$ 81.63	\$16,326.00		\$ 12,799.40		\$ 3,345



Muhanad Amous (Consultant) <muhanad.amous@ousd.org>

[EXTERNAL] Joaquin Miller ES - Final Revised COs

Marissa Zamora <mmzamora@tuluminnoveng.com>

Wed, Mar 11, 2026 at 5:38 PM

To: "Muhanad Amous (Consultant)" <muhanad.amous@ousd.org>

Cc: "Jonah Ortega (Consultant)" <jonah.ortega@ousd.org>, Megan Allegretti <megan.allegretti@ousd.org>, "Rafael J. Zamora" <rzamora@tuluminnoveng.com>

Hi Muhanad,

TULUM agrees will all the change orders pertaining to the bond percentage of 1.5%

PCO#5 I will need a little more time to review on my end.

I appreciate the quick response.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

From: Muhanad Amous (Consultant) <muhanad.amous@ousd.org>

Sent: Wednesday, March 11, 2026 5:13 PM

To: Marissa Zamora <mmzamora@tuluminnoveng.com>

Cc: Jonah Ortega (Consultant) <jonah.ortega@ousd.org>; Megan Allegretti <megan.allegretti@ousd.org>; Rafael J. Zamora <rzamora@tuluminnoveng.com>

Subject: Re: [EXTERNAL] RE: Joaquin Miller ES - Final Revised COs

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Marissa,

Yes, I received your email and shared it with Emil. He has provided his comments. Please see the attached change orders along with his notes below. I haven't had the chance to review them yet.

If Tulum and Native agree with Emil's estimate/comments, we won't need to revise the change orders. A simple email confirmation will suffice. Thanks again for the quick turnaround on these submissions!

Emil comments:

Hi Muhanad,

Attached cost proposal review for PCO#1, 2, 3, 4, 5, 6, 7, 8 & 10.

The difference in all PCOs except PCO#5 was due to use of 2% bonds instead of 1.5% per Contract.

There's a big difference in PCO#5 since all the back-ups attached are not matching those indicated in the cost breakdown.

If you have any questions, please let me know

-Emil

Best regards,

Muhanad Amous

Mobile: +1 (408) 613-5703

955 High Street,

Oakland, CA 94601

www.OUSD.org

Muhanad.amous@ousd.org

On Wed, Mar 11, 2026 at 4:36 PM Marissa Zamora <mmzamora@tuluminnoveng.com> wrote:

Hi Muhanad,

I want to confirm that you have received my previous email with the change orders. Please let me know if you have any questions or need anything from me.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

From: Marissa Zamora
Sent: Friday, March 6, 2026 1:43 PM
To: Muhanad Amous (Consultant) <muhanad.amous@ousd.org>
Cc: Jonah Ortega (Consultant) <jonah.ortega@ousd.org>; Megan Allegretti <megan.allegretti@ousd.org>; Rafael J. Zamora <rzamora@tuluminnoveng.com>
Subject: Joaquin Miller ES - Final Revised COs

Hi Muhanad,

Please see attached **all** change orders for the Joaquin Miller ES project. The change orders have been revised to reflect the agreed upon labor rates. Let me know if you have any questions.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

INTELLIBID COST BREAKDOWN
SHEET S1 OF S2

CONTRACTOR: TULUM SYSTEMS

PROJECT NAME: Joaquin Miller ES Site Improvements

PROJECT NUMBER:

CHANGE ORDER NUMBER: TULUM-JoaquinMillerES-003AMENDED3 **DATE:** 3/5/2026

CHANGE ORDER DESCRIPTION: Additional Asphalt Patch Paving & OT for Seal Coat on 8/2/25

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	755.36	
2. Fifteen percent (15%) of Line 1	\$	113.30	
3. Sum of Lines 1 & 2			\$ 868.66
4. TOTAL BURDEN LABOR COSTS			\$ -
5. TOTAL MATERIAL COSTS	\$	-	
6. Ten percent (15%) of Line 5	\$	-	
7. Sum of Lines 5 & 6			\$ -
8. Tax			
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Ten percent (15%) of Line 9	\$	-	
11. Sum of Lines 9 & 10			\$ -
12. TOTAL OF LOWER TIER SUBCONTRACTED COST Native Soil	\$	35,538.46	
13. Five percent (5%) of line 12	\$	1,776.92	
14. Sum of Lines 12 & 13			\$ 37,315.38
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 38,184.05
COST OF BONDS (2%)			\$ 763.68
			\$ -
TOTAL CHANGE ORDER			\$ 38,947.73

NOTE:

1. TULUM reserves the right to amend the CO due to material or equipment cost escalation, or personnel wage increases.

INTELLIBID COST BREAKDOWN
SHEET S1 OF S2

CONTRACTOR: NATIVE SOIL
PROJECT NAME: JOAQUIN MILLER
PROJECT NUMBER: 24167
CHANGE ORDER NUMBER: 1 **DATE:** 10/24/2025
CHANGE ORDER DESCRIPTION: Adjustment Due to Asphalt Thickness

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	16,326.00	
2. Five percent (5%) of Line 1	\$	816.30	
3. Sum of Lines 1 & 2			\$ 17,142.30
4. TOTAL BURDEN LABOR COSTS (12%)			\$ -
5. TOTAL MATERIAL COSTS	\$	14,175.34	
6. Five percent (5%) of Line 5	\$	708.77	
7. Sum of Lines 5 & 6			\$ 14,884.11
8. Tax			\$ -
9. TOTAL EQUIPMENT RENTAL COSTS	\$	3,344.81	
10. Five percent (5%) of Line 9	\$	167.24	
11. Sum of Lines 9 & 10			\$ 3,512.05
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	-	
	\$	-	
	\$	-	
13. Five percent (5%) of line 12	\$	-	
14. Sum of Lines 12 & 13			\$ -
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 35,538.46
COST OF BONDS			
TOTAL CHANGE ORDER			\$ 35,538.46

NOTE:

INTELLIBID COST BREAKDOWN

SHEET S2 OF S2

CONTRACTOR: NATIVE SOIL
PROJECT NAME: Joaquin Miller
PROJECT NUMBER: 24167
CHANGE ORDER NUMBER: **DATE:** 10/24/2025
CHANGE ORDER DESCRIPTION: 1 Adjustment Due to Asphalt Thickness

LABOR				
NAME		HOURS	RATE	TOTAL
DIRECT COSTS				
General Labor Group 3(A)	Demo	40	\$ 81.63	\$ 3,265.20
	Demo	40	\$ 81.63	\$ 3,265.20
	Demo	40	\$ 81.63	\$ 3,265.20
	Demo	40	\$ 81.63	\$ 3,265.20
	Demo	40	\$ 81.63	\$ 3,265.20
TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1)				\$ 16,326.00
				\$ -
TOTAL BURDEN LABOR COSTS (Transfers to Line 4 of Sheet S1)				\$ -

MATERIALS				
DESCRIPTION	UNIT	QTY	UNIT COST	COST
Additional demolition of 2" in the existing garden enhancement area	sf	600		
Asphalt haul and dump fee (Inerts)	ton	5.6	\$ 40.00	\$ 222.22
				\$ -
Additional demolition of 2" in the designated play area.	sf	7200		\$ -
Asphalt haul and dump fee (Inerts)	ton	66.7	\$ 40.00	\$ 2,666.67
				\$ -
Additional demolition of 2" in the nature area.	sf	6500		\$ -
Asphalt haul and dump fee (Inerts)	ton	60.2	\$ 40.00	\$ 2,407.41
				\$ -
Hauling Company - JMRG TRUCKING LLC	truck	9	\$ 850.00	\$ 7,503.10
				\$ -
MATERIAL COSTS (Without Sales Tax)				\$12,799
FREIGHT, SHIPPING, HANDLING				
SUBTOTAL MATERIAL COSTS (Without Sales Tax) -				\$ 12,799.41
SALES TAX ON MATERIAL AT 10.75% -				\$ 1,375.94
TOTAL MATERIAL COSTS				\$ 14,175.34

EQUIPMENT				
SIZE AND TYPE	I.D. #	DAYS	RATE	TOTAL
Skid Steer and braker	3124.76	5	\$ 446.39	\$ 2,231.97
Mini Ex	1557.97	5	\$ 222.57	\$ 1,112.84
				\$ -
TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 7 of Sheet S1)				\$ 3,344.81



Customer ID
1682

Payment Terms
NET 30

BILL TO:
Native Soil, Inc.
1721 Broadway Ave. Suite 200
Oakland, CA 94621

INVOICE # INVOICE DATE PURCHASE LOCATION
A127808 7/10/2025 8300-Baldwin Street

Job #: Order PO #: JOB NAME/LOCATION
5525 15392 - 5525 Ascot Drive, Oakland, CA

ORDER DESCRIPTION:
15392 - 5525 Ascot Drive, Oakland, CA

Date	Truck ID	Ticket #	PO#	Mat Rate	Frnt Rate	QTY	Mat Amt	Tax	*I.C.F.	*Frnt Amt	Total
Product: 100 - Class II AB 3/4" - Recycle											
7/10/2025	GONZALE76	7318928		\$8.00	\$0.00	17.84	\$142.72	\$14.63	\$15.00	\$0.00	\$172.35
7/10/2025	GILL77	7318954		\$8.00	\$0.00	19.13	\$153.04	\$15.69	\$15.00	\$0.00	\$183.73
7/10/2025	GONZALE76	7318979		\$8.00	\$0.00	19.13	\$153.04	\$15.69	\$15.00	\$0.00	\$183.73
7/10/2025	EXPRESS135	7318987		\$8.00	\$0.00	17.58	\$140.64	\$14.42	\$15.00	\$0.00	\$170.06
7/10/2025	GILL77	7318995		\$8.00	\$0.00	19.03	\$152.24	\$15.60	\$15.00	\$0.00	\$182.84
7/10/2025	GONZALE76	7319011		\$8.00	\$0.00	19.03	\$152.24	\$15.60	\$15.00	\$0.00	\$182.84
7/10/2025	EXPRESS55	7319012		\$8.00	\$0.00	16.13	\$129.04	\$13.23	\$15.00	\$0.00	\$157.27
7/10/2025	EXPRESS135	7319015		\$8.00	\$0.00	17.54	\$140.32	\$14.38	\$15.00	\$0.00	\$169.70
100 - Class II AB 3/4" - Recycle - Tickets: 8						145.41	\$1,163.28	\$119.24	\$120.00	\$0.00	\$1,402.52
Product: 300 - Class II AB 3/4" - Virgin											
7/10/2025	EXPRESS135	7318784		\$47.00	\$0.00	19.12	\$898.64	\$92.11	\$15.00	\$0.00	\$1,005.75
7/10/2025	3JS144	7318804		\$47.00	\$0.00	16.62	\$781.14	\$80.07	\$15.00	\$0.00	\$876.21
7/10/2025	EXPRESS135	7318830		\$47.00	\$0.00	16.80	\$789.60	\$80.93	\$15.00	\$0.00	\$885.53
7/10/2025	3JS144	7318846		\$47.00	\$0.00	16.55	\$777.85	\$79.73	\$15.00	\$0.00	\$872.58
7/10/2025	GILL77	7318863		\$47.00	\$0.00	19.03	\$894.41	\$91.68	\$15.00	\$0.00	\$1,001.09
7/10/2025	EXPRESS55	7318878		\$47.00	\$0.00	16.63	\$781.61	\$80.12	\$15.00	\$0.00	\$876.73
7/10/2025	3JS144	7318886		\$47.00	\$0.00	16.04	\$753.88	\$77.27	\$15.00	\$0.00	\$846.15
7/10/2025	GONZALE76	7318892		\$47.00	\$0.00	3.27	\$153.69	\$15.75	\$15.00	\$0.00	\$184.44
300 - Class II AB 3/4" - Virgin - Tickets: 8						124.06	\$5,830.82	\$597.66	\$120.00	\$0.00	\$6,548.48
Product: F32 - SUPER - Asphalt, Dirty											
7/10/2025	EXPRESS55	7318874		\$550.00	\$0.00	1.00	\$550.00	\$0.00	\$15.00	\$0.00	\$565.00
7/10/2025	GONZALE76	7318877		\$550.00	\$0.00	1.00	\$550.00	\$0.00	\$15.00	\$0.00	\$565.00
7/10/2025	EXPRESS135	7318981		\$550.00	\$0.00	1.00	\$550.00	\$0.00	\$15.00	\$0.00	\$565.00
7/10/2025	EXPRESS135	7319013		\$550.00	\$0.00	1.00	\$550.00	\$0.00	\$15.00	\$0.00	\$565.00
F32 - SUPER - Asphalt, Dirty - Tickets: 4						4.00	\$2,200.00	\$0.00	\$60.00	\$0.00	\$2,260.00
Product: F51 - SUPER - Mixed, Clean											
7/10/2025	EXPRESS135	7318891		\$400.00	\$0.00	1.00	\$400.00	\$0.00	\$15.00	\$0.00	\$415.00
7/10/2025	EXPRESS135	7318938		\$400.00	\$0.00	1.00	\$400.00	\$0.00	\$15.00	\$0.00	\$415.00
7/10/2025	GILL77	7318945		\$400.00	\$0.00	1.00	\$400.00	\$0.00	\$15.00	\$0.00	\$415.00



Customer ID
1682

Payment Terms
NET 30

BILL TO:

Native Soil, Inc.
1721 Broadway Ave. Suite 200
Oakland, CA 94621

<u>INVOICE #</u>	<u>INVOICE DATE</u>	<u>PURCHASE LOCATION</u>
A127808	7/10/2025	8300-Baldwin Street

<u>Job #:</u>	<u>Order PO #:</u>	<u>JOB NAME/LOCATION</u>
5525		5525 Ascot Drive, Oakland, CA

ORDER DESCRIPTION:
15392 - 5525 Ascot Drive, Oakland, CA

Date	Truck ID	Ticket #	PO#	Mat Rate	Frnt Rate	QTY	Mat Amt	Tax	*I.C.F.	*Frnt Amt	Total
7/10/2025	GONZALE76	7318975		\$400.00	\$0.00	0.50	\$200.00	\$0.00	\$15.00	\$0.00	\$215.00
7/10/2025	GILL77	7318990		\$400.00	\$0.00	1.00	\$400.00	\$0.00	\$15.00	\$0.00	\$415.00
7/10/2025	GONZALE76	7319007		\$400.00	\$0.00	1.00	\$400.00	\$0.00	\$15.00	\$0.00	\$415.00
7/10/2025	EXPRESS55	7319008		\$400.00	\$0.00	1.00	\$400.00	\$0.00	\$15.00	\$0.00	\$415.00
7/10/2025	GILL77	7319014		\$400.00	\$0.00	1.00	\$400.00	\$0.00	\$15.00	\$0.00	\$415.00
F51 - SUPER - Mixed, Clean - Tickets: 8						7.50	\$3,000.00	\$0.00	\$120.00	\$0.00	\$3,120.00
Product: F53 - SUPER - Mixed, Petromat											
7/10/2025	GILL77	7318856		\$550.00	\$0.00	1.00	\$550.00	\$0.00	\$15.00	\$0.00	\$565.00
F53 - SUPER - Mixed, Petromat - Tickets: 1						1.00	\$550.00	\$0.00	\$15.00	\$0.00	\$565.00

<u>TOTAL TICKETS</u>	<u>NET TONS</u>	<u>LOADS</u>	<u>MATERIAL AMOUNT</u>	<u>TAX AMOUNT</u>	<u>ICF AMOUNT</u>	<u>FREIGHT AMOUNT</u>
29	269.47	13.00	\$12,744.10	\$716.90	\$435.00	\$0.00

*Integrated Compliance Fee and Freight are exempt from Tax

A finance charge may be applied to all unpaid balances.
Reprinted Ticket Fee: \$2.00 per ticket for any reprinted ticket copies(mailed or emailed). Drivers are responsible for tickets.

SUBTOTAL	\$12,744.10
TAX	\$716.90
FREIGHT	\$0.00
ICF	\$435.00
TOTAL	\$13,896.00

If you have any questions about this invoice
please contact us at 510-638-7188.
We appreciate your business!

Invoice

JMRG TRUCKING LLC
13559 SYCAMORE AVE.
PATTERSON, CA, 95363.

Invoice Number 4

Date 07/07/25

BILL TO

Name Native Soil Inc
Address 1721 Broadway Ave #201, Oakland ca
Email egomez@nativesoilinc.com **Phone** 510-332-9048

PRODUCTS OR SERVICES

Description	Cost	Quantity	Amount
Ten-wheeler dump truck	\$212.5	4 hrs	\$850
Ten-wheeler dump truck	\$212.5	4 hrs	\$850
Ten-wheeler dump truck	\$212.5	4 hrs	\$850
Ten-wheeler dump truck	\$212.5	4 hrs	\$850
Ten-wheeler dump truck	\$212.5	4 hrs	\$850

please mail check to:
JMRG TRUCKING LLC
13559 SYCAMORE
thank you so much for the oppertunity and best regards.

Sub Total n/a
Taxes inc
Shipping n/a
Total Due \$4,250.0

Thank you for your purchase!



CHANGE ORDER REQUEST (Proposed Change Order)

No. 4

PROJECT: Joaquin Miller Site Improvement Project
Joaquin Miller Elementary School

DATE: MARCH 18, 2026

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: TULUM INNOVATIVE ENGINEERING
3101 Hyde Street
Oakland, CA 94601

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24167
PROJECT MANAGER: Muhand Amous

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

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

This change order includes costs associated with the furnishing and installation of a dry creek feature within the new nature space. The dry creek element was introduced during the design phase through collaboration with the school and project partners to enhance the nature play experience.

As this feature was not included in the original contract scope, OUSD directed the Contractor to furnish and install the dry creek within the upper yard nature space.

This work is included under the Contractor's Change Order Proposal CCO #4.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 9,144.93

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

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

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

CERTIFICATION

I, Marissa Zamora, declare the following:

Tulum Innovative Engineering, Inc. dba Tulum Systems has contracted with Oakland Unified School District for the Joaquin Miller ES Site Improvement Contract ("Contract"). Tulum Innovative Engineering, Inc. dba Tulum Systems authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension Oakland Unified School District regarding this Contract (such COR or AER being dated November 11, 2025, and entitled TULUM OT & DT FOR DRY CREEK INSTALLATION, and requesting \$9,144.93 and/or 0 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at Tulum Innovative Engineering, Inc. dba Tulum Systems regarding this COR or AER.

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

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District is responsible under its Contract with Tulum Innovative Engineering, Inc. dba Tulum Systems.

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for Tulum Innovative Engineering, Inc. dba Tulum Systems) when necessary to ensure that the statements were true and correct.

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed March 18, 2026 at Oakland, California.

 [signature]
Marissa M Zamora, President & CEO [name of declarant]
Tulum Innovative Engineering, Inc. dba Tulum Systems

319-661/7106498.1

OAKLAND UNIFIED SCHOOL DISTRICT
 JOAQUIN MILLER ES SITE IMPROVEMENTS
 PROJ # 24167
 PCO#004 R2 TULUM OT & DT FOR DRY CREEK INSTALLATION

To: M. ANOUS/PM
 From: Emil Vinuya, PE/Chief Cost Estimator
 Date: 9-Mar-26

General Comments:

1 GENERAL CONTRACTOR: TULUM SYSTEMS

Per Contract, Bonds should be 1.5%, not 2% used by Tulum.

Total manhours proposed by Tulum is accepted.

Hourly labor rates used by GC for Laborer/JM appear reasonable compared to District approved rate (DIR Rates +Fringe Benefits+Payroll taxes & Workmen's Comp) .

2 GENERAL CONTRACTOR's COST PROPOSALS \$ 9,189.97

ESTIMATED CONSTRUCTION COST FOR PCO#004 R2 \$ 9,144.93

COST ESTIMATE SUMMARY

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

Project Number: 24167
Date: 9-Mar-26

Description : **PCO#004
TULUM OT & DT FOR DRY CREEK INSTALLATION**

Reference Drawing: Cost Proposal dated 11/05/2025
GEN. CONTRACTOR: TULUM

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2 EWO/Date					
2 SHEET 2 of 2					
3 \$ 7,834.59	\$ -	\$ -			\$ 7,834.59
4					
5					
6					
7 \$ 7,834.59	+ \$ -	+ \$ -			= \$ 7,834.59
8					
9	Expenses:				
10	Material Sales Tax.....		10.25%	of Total Material:	Incl.
11	Rental Sales Tax.....		10.25%	of Total Rental:	Incl.
12					
13				Subtotal - Line 7 thru 12:	\$ 7,834.59
14					
15	General Contractor OH, B&IP, &P:		15.00% *	Total Cost	\$ 1,175.19
16			*(Overhead, Bond & Insurance Premiums & Profit)		
17					
18				Subtotal - Line 13 thru 19:	\$ 9,009.78
19					
20				Subcontractor's Cost - NONE	\$ -
21				TOTAL - Subcontractor's Cost	\$ -
22					
23	General Contractor OH&P on Sub Cost:		5.00% *		\$ -
24				SUBTOTAL	\$ 9,009.78
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....				
26	Subcontractor Bond & ins.:		1.50%		\$ 135.15
27				SUBTOTAL	\$ 9,144.93
28					
29				TOTAL PROBABLE CONSTRUCTION COST - TULUM	\$ 9,144.93

Detailed Estimate

JOAQUIN MILLER ES SITE IMPROVEMENTS										Date: #REF!	
No.	PCO#004 R2					LABOR COST		MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		TULUM									
Project Description:		TULUM OT & DT FOR DRY CREEK INSTALLATION									
1	SCOPE OF WORK:										
2	Supervision only										
3											
4											
5											
6											
7	MATERIALS:										
8	Not Used	0.00	EA	0.00	0.00			\$ -	\$ -		
9											
10											
11											
12	LABOR:										
15											
16	Laborer/JM, OT	1.00	EA	24.00	24.00	\$ 106.02	\$ 2,544.48				
17	Laborer/JM, DT	1.00	EA	40.50	40.50	\$ 130.62	\$ 5,290.11				
18					64.50						
19											
20											
21	EQUIPMENT:										
22	Not Used	0.00	EA	0.00	0.00			\$ -	\$ -		
23											
24											
25											
26											
27											
28											
29											
30											
31											
32											
33							\$7,834.59				



Muhanad Amous (Consultant) <muhanad.amous@ousd.org>

[EXTERNAL] Joaquin Miller ES - Final Revised COs

Marissa Zamora <mmzamora@tuluminnoveng.com>

Wed, Mar 11, 2026 at 5:38 PM

To: "Muhanad Amous (Consultant)" <muhanad.amous@ousd.org>

Cc: "Jonah Ortega (Consultant)" <jonah.ortega@ousd.org>, Megan Allegretti <megan.allegretti@ousd.org>, "Rafael J. Zamora" <rzamora@tuluminnoveng.com>

Hi Muhanad,

TULUM agrees will all the change orders pertaining to the bond percentage of 1.5%

PCO#5 I will need a little more time to review on my end.

I appreciate the quick response.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

From: Muhanad Amous (Consultant) <muhanad.amous@ousd.org>

Sent: Wednesday, March 11, 2026 5:13 PM

To: Marissa Zamora <mmzamora@tuluminnoveng.com>

Cc: Jonah Ortega (Consultant) <jonah.ortega@ousd.org>; Megan Allegretti <megan.allegretti@ousd.org>; Rafael J. Zamora <rzamora@tuluminnoveng.com>

Subject: Re: [EXTERNAL] RE: Joaquin Miller ES - Final Revised COs

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Marissa,

Yes, I received your email and shared it with Emil. He has provided his comments. Please see the attached change orders along with his notes below. I haven't had the chance to review them yet.

If Tulum and Native agree with Emil's estimate/comments, we won't need to revise the change orders. A simple email confirmation will suffice. Thanks again for the quick turnaround on these submissions!

Email comments:

Hi Muhanad,

Attached cost proposal review for PCO#1, 2, 3, 4, 5, 6, 7, 8 & 10.

The difference in all PCOs except PCO#5 was due to use of 2% bonds instead of 1.5% per Contract.

There's a big difference in PCO#5 since all the back-ups attached are not matching those indicated in the cost breakdown.

If you have any questions, please let me know

-Emil

Best regards,

Muhanad Amous

Mobile: +1 (408) 613-5703

955 High Street,

Oakland, CA 94601

www.OUSD.org

Muhanad.amous@ousd.org

On Wed, Mar 11, 2026 at 4:36 PM Marissa Zamora <mmzamora@tuluminnoveng.com> wrote:

Hi Muhanad,

I want to confirm that you have received my previous email with the change orders. Please let me know if you have any questions or need anything from me.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

From: Marissa Zamora
Sent: Friday, March 6, 2026 1:43 PM
To: Muhanad Amous (Consultant) <muhanad.amous@ousd.org>
Cc: Jonah Ortega (Consultant) <jonah.ortega@ousd.org>; Megan Allegretti <megan.allegretti@ousd.org>; Rafael J. Zamora <rzamora@tuluminnoveng.com>
Subject: Joaquin Miller ES - Final Revised COs

Hi Muhanad,

Please see attached all change orders for the Joaquin Miller ES project. The change orders have been revised to reflect the agreed upon labor rates. Let me know if you have any questions.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

INTELLIBID COST BREAKDOWN
SHEET S1 OF S2

CONTRACTOR: TULUM SYSTEMS
PROJECT NAME: Joaquin Miller ES Site Improvements
PROJECT NUMBER:
CHANGE ORDER NUMBER: TULUM-JoaquinMillerES-004Amended
CHANGE ORDER DESCRIPTION: TULUM OT and DT for Dry Creek Installation

DATE: 10/8/2025
11/5/2025

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	7,834.59	
2. Ten percent (15%) of Line 1	\$	1,175.19	
3. Sum of Lines 1 & 2			\$ 9,009.78
4. TOTAL BURDEN LABOR COSTS			\$ -
5. TOTAL MATERIAL COSTS	\$	-	
6. Ten percent (15%) of Line 5	\$	-	
7. Sum of Lines 5 & 6			\$ -
8. Tax			
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Ten percent (15%) of Line 9	\$	-	
11. Sum of Lines 9 & 10			\$ -
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	-	
13. Five percent (5%) of line 12	\$	-	
14. Sum of Lines 12 & 13			\$ -
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 9,009.78
COST OF BONDS (2%)			\$ 180.20
			\$ -
TOTAL CHANGE ORDER			\$ 9,189.97

NOTE:
1. TULUM reserves the right to amend the CO due to material or equipment cost escalation, or personnel wage increases



CHANGE ORDER REQUEST (Proposed Change Order)

No. 6

PROJECT: Joaquin Miller Site Improvement Project
Joaquin Miller Elementary School

DATE: MARCH 18, 2026

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: TULUM INNOVATIVE ENGINEERING
3101 Hyde Street
Oakland, CA 94601

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24167
PROJECT MANAGER: Muhand Amous

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

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

To reduce potential trip hazards caused by elevation differences at the perimeter of the PIP safety surfacing and the adjacent asphalt, OUSD directed the expansion of the PIP footprint. This expansion provided a smoother transition and minimized abrupt edges at both the new upper and lower play areas. The added PIP was installed around both play structures, ensuring safer access. While the base rock adjustments for slope were captured under Change Order #5, this change order accounts for the additional PIP material and installation.

This work is included under the Contractor's Change Order Proposal CCO #6.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 31,523.49

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

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

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

CERTIFICATION



I, Marissa Zamora, declare the following:

Tulum Innovative Engineering, Inc. dba Tulum Systems has contracted with Oakland Unified School District for the Joaquin Miller ES Site Improvement Contract ("Contract"). Tulum Innovative Engineering, Inc. dba Tulum Systems authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension Oakland Unified School District regarding this Contract (such COR or AER being dated October 24, 2025, and entitled ADDITIONAL PIP SAFETY SURFACING, and requesting \$31,523.49 and/or 0 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at Tulum Innovative Engineering, Inc. dba Tulum Systems regarding this COR or AER.

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

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District is responsible under its Contract with Tulum Innovative Engineering, Inc. dba Tulum Systems.

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for Tulum Innovative Engineering, Inc. dba Tulum Systems) when necessary to ensure that the statements were true and correct.

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed March 18, 2026 at Oakland, California.

Marissa M Zamora [signature]

Marissa M Zamora, President & CEO [name of declarant]

Tulum Innovative Engineering, Inc. dba Tulum Systems

319-661/7106498.1

OAKLAND UNIFIED SCHOOL DISTRICT
JOAQUIN MILLER ES SITE IMPROVEMENTS
PROJ # 24167
PCO#006 ADDITIONAL PIP SAFETY SURFACING

To: M. ANOUS/PM
From: Emil Vinuya, PE/Chief Cost Estimator
Date: 9-Mar-26

General Comments:

1 GENERAL CONTRACTOR: TULUM SYSTEMS

No work provided by GC.

Bonds should only be 1.5% per Contract not 2% used by Tulum.

2 SUBCONTRACTOR: ROBERTSON RECREATIONAL SURFACES

Work provided by Sub appears reasonable.

3 GENERAL CONTRACTOR'S COST PROPOSALS \$ 31,678.78

ESTIMATED CONSTRUCTION COST FOR PCO#006 \$ 31,523.49

COST ESTIMATE SUMMARY

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

Project Number: 24167
Date: 9-Mar-26

Decription : **PCO#004
ADDITIONAL PIP SAFETY SURFACING**

Reference Drawing: Cost Proposal dated 10/24/2025
GEN. CONTRACTOR: TULUM

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ -	\$ -	\$ -		\$ -
4				
5				
6				
7 \$ -	+ \$ -	+ \$ -		= \$ -
8				
9	Expenses:			
10	Material Sales Tax.....	10.25%	of Total Material:	Incl.
11	Rental Sales Tax.....	10.25%	of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ -
14				
15	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	\$ -
16	*(Overhead, Bond & Insurance Premiums & Profit)			
17				
18			Subtotal - Line 13 thru 19:	\$ -
19				
20	Subcontractor's Cost - ROBERTSON RECREATIONAL SURFACES			\$ 29,578.69
21	TOTAL - Subcontractor's Cost			\$ 29,578.69
22				
23	General Contractor OH&P on Sub Cost:	5.00% *		\$ 1,478.93
24			SUBTOTAL	\$ 31,057.62
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			
26	Subcontractor Bond & ins.:	1.50%		\$ 465.86
27			SUBTOTAL	\$ 31,523.49
28				
29	TOTAL PROBABLE CONSTRUCTION COST - TULUM			\$ 31,523.49

COST ESTIMATE SUMMARY

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

Project Number: 24167
Date: 9-Mar-26

Description : **PCO#004
ADDITIONAL PIP SAFETY SURFACING**

Reference Drawing: Cost Proposal dated 11/05/2025
SUBCONTRACTOR: ROBERTSON RECREATIONAL SURFACES

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost	TOTAL
1	SHEET 1 of 2			
2	SHEET 2 of 2			
3	\$ -	\$ 25,720.60	\$ -	\$ 25,720.60
4				
5				
6				
7	\$ -	+ \$ 25,720.60	+ \$ -	= \$ 25,720.60
8				
9	Expenses:			
10	Material Sales Tax.....		10.25% of Total Material:	Incl.
11	Rental Sales Tax.....		10.25% of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ 25,720.60
14				
15		General Contractor OH, B&IP, &P:	15.00% * Total Cost	\$ 3,858.09
16		*(Overhead, Bond & Insurance Premiums & Profit)		
17				
18			Subtotal - Line 13 thru 19:	\$ 29,578.69
19				
20			Subcontractor's Cost - NONE	\$ -
21			TOTAL - Subcontractor's Cost	\$ -
22				
23		General Contractor OH&P on Sub Cost:	5.00% *	\$ -
24			SUBTOTAL	\$ 29,578.69
25		Misc Expenses: Travel, Lodging, Food, Rental, etc.....		
26		Subcontractor Bond & ins.:	0.00%	\$ -
27			SUBTOTAL	\$ 29,578.69
28				
29		TOTAL PROBABLE CONSTRUCTION COST - ROBERTSON		\$ 29,578.69

Detailed Estimate

ADDITIONAL PIP SAFETY SURFACING

JOAQUIN MILLER ES SITE IMPROVEMENTS											
										Date: #REF!	
No.	PCO#006					LABOR COST		MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GE	3/9/2026	ROBERTSON RECREATIONAL SURFACES									
Project Description:		ADDITIONAL PIP SAFETY SURFACING									
1	SCOPE OF WORK:										
2	Furnish & Install Additional PIP										
3	Safety Surfacing										
4											
5											
6											
7	MATERIALS:										
8	PIP IPEMA Tot Turf	854.00	SF	0.00	0.00			\$ 30.12	\$ 25,720.60		
9											
10											
11											
12	LABOR:										
15	Laborer/JM	1.00	EA	0.00	0.00	\$ -	\$ -	Included above			
16	Laborer/JM	1.00	EA	0.00	0.00	\$ -	\$ -	Included above			
17					0.00						
18											
19											
20											
21											
22	EQUIPMENT:										
23	Miscellaneous Eqpt.	1.00	EA	0.00	0.00			Included above		\$ -	
24											
25											
26											
27											
28											
29											
30											
31							\$0.00	\$ 25,720.60		\$ -	



Muhanad Amous (Consultant) <muhanad.amous@ousd.org>

[EXTERNAL] Joaquin Miller ES - Final Revised COs

Marissa Zamora <mmzamora@tuluminnoveng.com>

Wed, Mar 11, 2026 at 5:38 PM

To: "Muhanad Amous (Consultant)" <muhanad.amous@ousd.org>

Cc: "Jonah Ortega (Consultant)" <jonah.ortega@ousd.org>, Megan Allegretti <megan.allegretti@ousd.org>, "Rafael J. Zamora" <rzamora@tuluminnoveng.com>

Hi Muhanad,

TULUM agrees will all the change orders pertaining to the bond percentage of 1.5%

PCO#5 I will need a little more time to review on my end.

I appreciate the quick response.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

From: Muhanad Amous (Consultant) <muhanad.amous@ousd.org>

Sent: Wednesday, March 11, 2026 5:13 PM

To: Marissa Zamora <mmzamora@tuluminnoveng.com>

Cc: Jonah Ortega (Consultant) <jonah.ortega@ousd.org>; Megan Allegretti <megan.allegretti@ousd.org>; Rafael J. Zamora <rzamora@tuluminnoveng.com>

Subject: Re: [EXTERNAL] RE: Joaquin Miller ES - Final Revised COs

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Marissa,

Yes, I received your email and shared it with Emil. He has provided his comments. Please see the attached change orders along with his notes below. I haven't had the chance to review them yet.

If Tulum and Native agree with Emil's estimate/comments, we won't need to revise the change orders. A simple email confirmation will suffice. Thanks again for the quick turnaround on these submissions!

Emil comments:

Hi Muhanad,

Attached cost proposal review for PCO#1, 2, 3, 4, 5, 6, 7, 8 & 10.

The difference in all PCOs except PCO#5 was due to use of 2% bonds instead of 1.5% per Contract.

There's a big difference in PCO#5 since all the back-ups attached are not matching those indicated in the cost breakdown.

If you have any questions, please let me know

-Emil

Best regards,

Muhanad Amous

Mobile: +1 (408) 613-5703

955 High Street,

Oakland, CA 94601

www.OUSD.org

Muhanad.amous@ousd.org

On Wed, Mar 11, 2026 at 4:36 PM Marissa Zamora <mmzamora@tuluminnoveng.com> wrote:

Hi Muhanad,

I want to confirm that you have received my previous email with the change orders. Please let me know if you have any questions or need anything from me.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

From: Marissa Zamora
Sent: Friday, March 6, 2026 1:43 PM
To: Muhanad Amous (Consultant) <muhanad.amous@ousd.org>
Cc: Jonah Ortega (Consultant) <jonah.ortega@ousd.org>; Megan Allegretti <megan.allegretti@ousd.org>; Rafael J. Zamora <rzamora@tuluminnoveng.com>
Subject: Joaquin Miller ES - Final Revised COs

Hi Muhanad,

Please see attached **all** change orders for the Joaquin Miller ES project. The change orders have been revised to reflect the agreed upon labor rates. Let me know if you have any questions.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

INTELLIBID COST BREAKDOWN
SHEET S1 OF S1

CONTRACTOR: TULUM SYSTEMS

PROJECT NAME: Joaquin Miller ES Site Improvements

PROJECT NUMBER

CHANGE ORDER NUMBER: TULUM-JoaquinMillerES-006AMENDED

DATE: 10/15/2025

10/24/2025

CHANGE ORDER DESCRIPTION: Install Additional IPEMA Certified Poured in Place Safety Surfacing

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	-	
2. Ten percent (15%) of Line 1	\$	-	
3. Sum of Lines 1 & 2		\$	-
4. TOTAL BURDEN LABOR COSTS		\$	-
5. TOTAL MATERIAL COSTS	\$	-	
6. Ten percent (15%) of Line 5	\$	-	
7. Sum of Lines 5 & 6		\$	-
8. Tax			
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Ten percent (15%) of Line 9	\$	-	
11. Sum of Lines 9 & 10		\$	-
12. TOTAL OF LOWER TIER SUBCONTRACTED COST Robertson Recreational Surfaces	\$	29,578.69	
13. Five percent (5%) of line 12	\$	1,478.93	
14. Sum of Lines 12 & 13		\$	31,057.62
SUBTOTAL OF DIRECT COSTS & MARK-UP		\$	31,057.62
COST OF BONDS (2%)		\$	621.15
TOTAL CHANGE ORDER		\$	31,678.78

NOTE:

1. TULUM reserves the right to amend the CO due to material or equipment cost escalation, or personnel wage increases.



Robertson Recreational Surfaces

A PLAYCORE Company

Proposal # 25-43566

Robertson Industries, Inc.
2140 E. Cedar Street
Tempe, AZ 85281
(800) 858-0519
FAX: (602) 340-0402
www.totturf.com

Date Issued: 09/11/2025

Project Name: Joaquin Miller PIP Repair 9-2025
Address: 5525 Ascot Dr. Oakland, CA 94611
Contact:
Email:

Sales Representative
Name: Robert Noble
Email: robert.noble@playcoresurfacing.com

PRICE EXPIRES: 12/11/2025

PRODUCT NAME	DESCRIPTION	QTY	UNIT PRICE	TOTAL
TotTurf Poured in Place Safety Surfacing	Install IPEMA Certified Poured in Place Safety Surfacing	1	\$29,578.69	\$29,578.69
GRAND TOTAL				\$29,578.69

CONTRACT TYPE: Regular **WAGE TYPE:** State Prevailing **UNION:** No **CA GRANT:** No

DETAILED SCOPE:

Materials, Equipment & Labor provided...
854sf Tot Turf - PIP IPEMA Tested & Certified
Install 173lf 14"x6"
.5-1.5mm TPV 100% Blue
Aliphatic Binder
Flush to curb
Install 326lf 24"x5" Tot Turf - PIP IPEMA Tested & Certified
.5-1.5mm TPV 100% Blue
Aliphatic Binder
Eased Edge to Asphalt
Prevailing
No Design
Security provided by others...

COMMENTS:

SECURITY:
N/A

Estimated Install Date:
10/2025

INITIALS



TERMS & CONDITIONS:

- 1. Quote is based on the information provided here within and is subject to change based on final installation unless otherwise indicated in writing. Any changes or additions to this proposal will affect pricing.
- 2. Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges (change order). Work cannot commence until Change Order(s) are fully executed.
- 3. ANY additional site work not included here within, including sub base, is the responsibility of the owner.
- 4. Job site access must be at a maximum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after the installation has completed.
- 5. Charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
- 6. Security during install and upon completion is the responsibility of the owner, unless specified otherwise in Project Scope.
- 7. Excess material at the job site upon completion is property of Robertson Industries, Inc., unless otherwise noted here within.
- 8. Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
- 9. Scheduling and crew deployment is subject to local weather conditions.
- 10. Warranty will NOT be issued unless "Completion Sheet" is signed.
- 11. All projects over \$2,500.00 will be issued a preliminary lien.

Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, Insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

PROPOSAL ACCEPTANCE: I agree to the scope and details as provided for the above mentioned proposal as well as the terms outlined in this agreement. I am duly authorized to approve and accept this proposal as stated.

CONTRACT to follow PURCHASE ORDER to follow ACCEPT THIS AS OUR AGREEMENT

PAYMENT TERMS:

Payment is due upon receipt, and payment may be made via Check, ACH or Credit Card. Customers requesting credit terms may be required to submit a credit application and/or a deposit. Credit applications can be obtained from your sales representative. If credit terms are extended, payment terms are due Net 30 days from date of invoice. Please attach a copy of your TAX EXEMPT CERTIFICATE if you or your company is claiming tax exemption.

TOTAL PURCHASE AMOUNT: \$29,578.69

SIGNATURE: _____ DATE: _____

Printed Name: _____ Title: _____

Company Name: _____

Address: _____

BILLING Contact Name: _____

BILLING Email: _____ Phone: _____ Fax: _____

Issue all POs, Contracts, and payments to ROBERTSON INDUSTRIES, INC.

Send ALL completed forms back to your Sales Representative:
Robert Noble: robert.noble@playcoresurfacing.com

CLICK HERE TO PAY WITH A CREDIT CARD: [PAY NOW!](#)

Robertson Industries, Inc: 2140 East Cedar Street, Tempe, AZ 85281 ~ (800) 858-0519, FX: (602) 340-0402
AZ: ROC091920, CLASS L-05 ~ CA: 667261, CLASS C/61 D/12 ~ NV: 42331, CLASS C25 C40
CALIFORNIA PWC REGISTRATION NUMBER: 1000002700 (DIR#)

The PlayCore Surfacing Division Includes: Robertson Industries, Inc, Sports Surface Specialties, Rubber Designs and American Recycling Center



CHANGE ORDER REQUEST (Proposed Change Order)

No. 7

PROJECT: Joaquin Miller Site Improvement Project
Joaquin Miller Elementary School

DATE: MARCH 18, 2026

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: TULUM INNOVATIVE ENGINEERING
3101 Hyde Street
Oakland, CA 94601

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24167
PROJECT MANAGER: Muhand Amous

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

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

OUSD directed the Contractor to perform additional exterior surface preparation and painting beyond the original contract scope to accommodate new mural work performed by Others.

This work is included under the Contractor's Change Order Proposal CCO #7.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 26,004.30

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

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

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



CERTIFICATION

I, Marissa Zamora, declare the following:

Tulum Innovative Engineering, Inc. dba Tulum Systems has contracted with Oakland Unified School District for the Joaquin Miller ES Site Improvement Contract ("Contract"). Tulum Innovative Engineering, Inc. dba Tulum Systems authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension Oakland Unified School District regarding this Contract (such COR or AER being dated October 24, 2025, and entitled ADDITIONAL PREP AND PAINTING AT EXTERIOR WALLS, and requesting \$26,004.30 and/or 0 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at Tulum Innovative Engineering, Inc. dba Tulum Systems regarding this COR or AER.

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

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District is responsible under its Contract with Tulum Innovative Engineering, Inc. dba Tulum Systems.

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for Tulum Innovative Engineering, Inc. dba Tulum Systems) when necessary to ensure that the statements were true and correct.

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed March 18, 2026 at Oakland, California.

Marissa M Zamora [signature]
Marissa M Zamora, President & CEO [name of declarant]
Tulum Innovative Engineering, Inc. dba Tulum Systems

319-661/7106498.1

OAKLAND UNIFIED SCHOOL DISTRICT
JOAQUIN MILLER ES SITE IMPROVEMENTS
PROJ # 24167
PCO#007 EXTERIOR PAINTING

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

General Comments:

1 GENERAL CONTRACTOR: TULUM SYSTEMS

No work provided by GC.

Bonds should only be 1.5% per Contract not 2% used by Tulum.

2 SUBCONTRACTOR: INTEGRITY PAINTING CO.

Work provided by Sub appears reasonable.

3 GENERAL CONTRACTOR'S COST PROPOSALS \$ 26,132.40

ESTIMATED CONSTRUCTION COST FOR PCO#007 \$ 26,004.30

COST ESTIMATE SUMMARY

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

Project Number: 24167
Date: 10-Mar-26

Description : **PCO#007
EXTERIOR PAINTING**

Reference Drawing: Cost Proposal dated 10/24/2025
GEN. CONTRACTOR: TULUM

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ -	\$ -	\$ -		\$ -
4				
5				
6				
7 \$ -	+ \$ -	+ \$ -		= \$ -
8				
9	Expenses:			
10	Material Sales Tax.....	10.25%	of Total Material:	Incl.
11	Rental Sales Tax.....	10.25%	of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ -
14				
15	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	\$ -
16	*(Overhead, Bond & Insurance Premiums & Profit)			
17				
18			Subtotal - Line 13 thru 19:	\$ -
19				
20			Subcontractor's Cost - INTEGRITY PAINTING CO.	\$ 24,400.00
21			TOTAL - Subcontractor's Cost	\$ 24,400.00
22				
23	General Contractor OH&P on Sub Cost:	5.00% *		\$ 1,220.00
24			SUBTOTAL	\$ 25,620.00
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			
26	Subcontractor Bond & ins.:	1.50%		\$ 384.30
27			SUBTOTAL	\$ 26,004.30
28				
29			TOTAL PROBABLE CONSTRUCTION COST - TULUM	\$ 26,004.30

COST ESTIMATE SUMMARY

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

Project Number: 24167
Date: 10-Mar-26

Decription : **PCO#007
EXTERIOR PAINTING**

Reference Drawing: Cost Proposal dated 11/05/2025
SUBCONTRACTOR: INTEGRITY PAINTING CO.

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ -	\$ 21,217.00	\$ -		\$ 21,217.00
4				
5				
6				
7 \$ -	+ \$ 21,217.00	+ \$ -		= \$ 21,217.00
8				
9	Expenses:			
10	Material Sales Tax.....	10.25%	of Total Material:	Incl.
11	Rental Sales Tax.....	10.25%	of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ 21,217.00
14				
15	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	\$ 3,182.55
16	*(Overhead, Bond & Insurance Premiums & Profit)			
17				
18			Subtotal - Line 13 thru 19:	\$ 24,400
19				
20			Subcontractor's Cost - NONE	\$ -
21			TOTAL - Subcontractor's Cost	\$ -
22				
23	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
24			SUBTOTAL	\$ 24,400
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			
26	Subcontractor Bond & ins.:	0.00%		\$ -
27			SUBTOTAL	\$ 24,400
28				
29			TOTAL - INTERGRITY PAINTING CO.	\$ 24,400

Detailed Estimate

JOAQUIN MILLER ES SITE IMPROVEMENTS											
										Date: 03/01/2026	
No.	PCO#007					LABOR COST		MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
SUBCONTRACTOR		INTEGRITY PAINTING CO.									
Project Description:		EXTERIOR PAINTING									
1	SCOPE OF WORK:										
2	Power wash walls										
3	Prime & paint exterior walls - building & portables.										
4	Breakdown:				LF						
5	Portables (24'x40')		6.00	EA	128.00		7,680		6Port		
6	Buildings (200x400 approx)		3.00	EA	456.00		11,400		3 Bldgs		
7	Total Square Footage - Ext walls						19,080				
8											
9	MATERIALS:										
10	Power wash walls		19000.00	SF	0.00	0.00		\$ 0.10		\$ 1,900.00	
11	Prepare/patch		19000.00	SF	0.00	0.00		\$ 0.20		\$ 3,800.00	
12	Prime & paint		19000.00	SF	0.00	0.00		\$ 0.82		\$ 15,517.00	
13											
14	LABOR:										
17	Painter/JM		1.00	EA	0.00	0.00	\$ -	\$ -	Included above		
18											
19											
20											
21											
22											
23											
24	EQUIPMENT:										
25	Not used		0.00	EA	0.00	0.00				\$ -	
26											
27											
28											
29											
30											
31											
32											
33							\$0.00			\$ 21,217.00	



Muhanad Amous (Consultant) <muhanad.amous@ousd.org>

[EXTERNAL] Joaquin Miller ES - Final Revised COs

Marissa Zamora <mmzamora@tuluminnoveng.com>

Wed, Mar 11, 2026 at 5:38 PM

To: "Muhanad Amous (Consultant)" <muhanad.amous@ousd.org>

Cc: "Jonah Ortega (Consultant)" <jonah.ortega@ousd.org>, Megan Allegretti <megan.allegretti@ousd.org>, "Rafael J. Zamora" <rzamora@tuluminnoveng.com>

Hi Muhanad,

TULUM agrees will all the change orders pertaining to the bond percentage of 1.5%

PCO#5 I will need a little more time to review on my end.

I appreciate the quick response.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

From: Muhanad Amous (Consultant) <muhanad.amous@ousd.org>

Sent: Wednesday, March 11, 2026 5:13 PM

To: Marissa Zamora <mmzamora@tuluminnoveng.com>

Cc: Jonah Ortega (Consultant) <jonah.ortega@ousd.org>; Megan Allegretti <megan.allegretti@ousd.org>; Rafael J. Zamora <rzamora@tuluminnoveng.com>

Subject: Re: [EXTERNAL] RE: Joaquin Miller ES - Final Revised COs

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Marissa,

Yes, I received your email and shared it with Emil. He has provided his comments. Please see the attached change orders along with his notes below. I haven't had the chance to review them yet.

If Tulum and Native agree with Emil's estimate/comments, we won't need to revise the change orders. A simple email confirmation will suffice. Thanks again for the quick turnaround on these submissions!

Emil comments:

Hi Muhanad,

Attached cost proposal review for PCO#1, 2, 3, 4, 5, 6, 7, 8 & 10.

The difference in all PCOs except PCO#5 was due to use of 2% bonds instead of 1.5% per Contract.

There's a big difference in PCO#5 since all the back-ups attached are not matching those indicated in the cost breakdown.

If you have any questions, please let me know

-Emil

Best regards,

Muhanad Amous

Mobile: +1 (408) 613-5703

955 High Street,

Oakland, CA 94601

www.OUSD.org

Muhanad.amous@ousd.org

On Wed, Mar 11, 2026 at 4:36 PM Marissa Zamora <mmzamora@tuluminnoveng.com> wrote:

Hi Muhanad,

I want to confirm that you have received my previous email with the change orders. Please let me know if you have any questions or need anything from me.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

From: Marissa Zamora
Sent: Friday, March 6, 2026 1:43 PM
To: Muhanad Amous (Consultant) <muhanad.amous@ousd.org>
Cc: Jonah Ortega (Consultant) <jonah.ortega@ousd.org>; Megan Allegretti <megan.allegretti@ousd.org>; Rafael J. Zamora <rzamora@tuluminnoveng.com>
Subject: Joaquin Miller ES - Final Revised COs

Hi Muhanad,

Please see attached **all** change orders for the Joaquin Miller ES project. The change orders have been revised to reflect the agreed upon labor rates. Let me know if you have any questions.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

INTELLIBID COST BREAKDOWN
SHEET S1 OF S1

CONTRACTOR: TULUM SYSTEMS
PROJECT NAME: Joaquin Miller ES Site Improvements
PROJECT NUMBER:
CHANGE ORDER NUMBER: TULUM-JoaquinMillerES-007AMENDED
CHANGE ORDER DESCRIPTION: Exterior Painting

DATE: 10/15/2025
10/24/2025

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	-	
2. Ten percent (15%) of Line 1	\$	-	
3. Sum of Lines 1 & 2		\$	-
4. TOTAL BURDEN LABOR COSTS		\$	-
5. TOTAL MATERIAL COSTS	\$	-	
6. Ten percent (15%) of Line 5	\$	-	
7. Sum of Lines 5 & 6		\$	-
8. Tax			
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Ten percent (15%) of Line 9	\$	-	
11. Sum of Lines 9 & 10		\$	-
12. TOTAL OF LOWER TIER SUBCONTRACTED COST Integrity Painting Company	\$	24,400.00	
13. Five percent (5%) of line 12	\$	1,220.00	
14. Sum of Lines 12 & 13		\$	25,620.00
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 25,620.00
COST OF BONDS (2%)			\$ 512.40
TOTAL CHANGE ORDER			\$ 26,132.40

NOTE:

1. TULUM reserves the right to amend the CO due to material or equipment cost escalation, or personnel wage increases.

INTEGRITY PAINTING COMPANY
1525 Solitude Lane
Richmond, CA 94803
License #938010
510-453-9432

INVOICE

Submit To: Joaquin Miller Elementary Attn: Jonah Ortega Email: jonah.ortega@ousd.org , muhanad.amous@ousd.org ,	Date: August 19, 2025 Job Location: Joaquin Miller Elementary 5525 Ascot Dr., Oakland, CA. 94611 PO Number:
---	--

EXTERIOR PAINTING

Scope of Work

1. Power wash walls
2. Prime, and paint exterior walls, and Portables

TOTAL LABOR AND MATERIAL COST \$24,400.00



CHANGE ORDER REQUEST (Proposed Change Order)

No. 8

PROJECT: Joaquin Miller Site Improvement Project
Joaquin Miller Elementary School

DATE: MARCH 18, 2026

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: TULUM INNOVATIVE ENGINEERING
3101 Hyde Street
Oakland, CA 94601

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24167
PROJECT MANAGER: Muhand Amous

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

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Due to the presence of naturally occurring asbestos in soils on site, asbestos air monitoring was required during construction activities involving soil disturbance. The original contract included air monitoring services to cover the anticipated duration of the Contractor's work. However, due to the delayed start of construction and the extended presence of KABOOM! and other partners performing work on site, air monitoring services were required for a longer duration than originally anticipated. In addition, the Contractor's work extended beyond the originally planned monitoring period. As a result, additional asbestos air monitoring services were required to maintain regulatory compliance and ensure a safe working environment for all personnel on site. The additional costs associated with the extended air monitoring were shared between OUSD and the Contractor, with OUSD covering 80% of the cost and the Contractor covering the remaining 20%.

This work is included under the Contractor's Change Order Proposal CCO #8.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 37,599.66

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

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

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



CERTIFICATION

I, Marissa Zamora, declare the following:

Tulum Innovative Engineering, Inc. dba Tulum Systems has contracted with Oakland Unified School District for the Joaquin Miller ES Site Improvement Contract ("Contract"). Tulum Innovative Engineering, Inc. dba Tulum Systems authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension Oakland Unified School District regarding this Contract (such COR or AER being dated March 5, 2026, and entitled ADDITIONAL WEEKS OF AIR MONITORING FOR KABOOM, and requesting \$37,599.66 and/or 0 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at Tulum Innovative Engineering, Inc. dba Tulum Systems regarding this COR or AER.

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

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District is responsible under its Contract with Tulum Innovative Engineering, Inc. dba Tulum Systems.

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for Tulum Innovative Engineering, Inc. dba Tulum Systems) when necessary to ensure that the statements were true and correct.

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed March 18, 2026 at Oakland, California.

Marissa M Zamora [signature]
Marissa M Zamora, President & CEO [name of declarant]
Tulum Innovative Engineering, Inc. dba Tulum Systems

319-661/7106498.1

OAKLAND UNIFIED SCHOOL DISTRICT
 JOAQUIN MILLER ES SITE IMPROVEMENTS
 PROJ # 24167
 PCO#008 R3 ADDITIONAL WEEKS OF AIR MONITORING FOR KABOOM

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

General Comments:

1 GENERAL CONTRACTOR: TULUM SYSTEMS

No work provided by GC

Bonds should only be 1.5% per Contract not 2% used by Tulum.

2 FIRST TIER - SUBCONTRACTOR: NATIVE SOIL

No work provided by GC

3 SECOND TIER SUBCONTRACTOR: LANGAN

Total cost provided by Langan for Air monitoring appears reasonable.

The District accepted to cover of the 80% of the cost.

4 GENERAL CONTRACTOR'S COST PROPOSALS \$ 37,748.88

ESTIMATED CONSTRUCTION COST FOR PCO#008R3 \$ 37,599.66

COST ESTIMATE SUMMARY

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

Project Number: 24167
Date: 10-Mar-26

Decription : **PCO#004
ADDITIONAL WEEKS OF AIR MONITORING FOR KABOOM**

Reference Drawing: Cost Proposal dated 03/05/2026
GEN. CONTRACTOR: TULUM

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost	TOTAL
1	SHEET 1 of 2 EWO/Date			
2	SHEET 2 of 2			
3	\$ -	\$ -	\$ -	\$ -
4				
5				
6				
7	\$ -	+ \$ -	+ \$ -	= \$ -
8				
9	Expenses:			
10	Material Sales Tax.....		10.25% of Total Material:	Incl.
11	Rental Sales Tax.....		10.25% of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ -
14				
15	General Contractor OH, B&IP, &P:		15.00% * Total Cost	\$ -
16	*(Overhead, Bond & Insurance Premiums & Profit)			
17				
18			Subtotal - Line 13 thru 19:	\$ -
19				
20			Subcontractor's Cost - LNATIVE SOIL	\$ 35,280.00
21			TOTAL - Subcontractor's Cost	\$ 35,280.00
22				
23	General Contractor OH&P on Sub Cost:		5.00% *	\$ 1,764.00
24			SUBTOTAL	\$ 37,044.00
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			
26	Subcontractor Bond & ins.:		1.50%	\$ 555.66
27			SUBTOTAL	\$ 37,599.66
28				
29			TOTAL PROBABLE CONSTRUCTION COST - TULUM	\$ 37,599.66

COST ESTIMATE SUMMARY

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

Project Number: 24167
Date: 10-Mar-26

Description : **PCO#004
ADDITIONAL WEEKS OF AIR MONITORING FOR KABOOM**

Reference Drawing: Cost Proposal dated 03/05/2026
SUBCONTRACTOR: NATIVE SOIL

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost	TOTAL
1	SHEET 1 of 2	EWO/Date		
2	SHEET 2 of 2			
3	\$ -	\$ -	\$ -	\$ -
4				
5				
6				
7	\$ -	+ \$ -	+ \$ -	= \$ -
8				
9	Expenses:			
10	Material Sales Tax.....		10.25% of Total Material:	Incl.
11	Rental Sales Tax.....		10.25% of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ -
14				
15	General Contractor OH, B&IP, &P:		15.00% * Total Cost	Included
16			*(Overhead, Bond & Insurance Premiums & Profit)	
17				
18			Subtotal - Line 13 thru 19:	\$ -
19				
20			Subcontractor's Cost - LANGAN	\$ 33,600.00
21			TOTAL - Subcontractor's Cost	\$ 33,600.00
22				
23	General Contractor OH&P on Sub Cost:		5.00% *	\$ 1,680.00
24			SUBTOTAL	\$ 35,280.00
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			
26	Subcontractor Bond & ins.:		0.00%	\$ -
27			SUBTOTAL	\$ 35,280.00
28				
29			TOTAL PROBABLE CONSTRUCTION COST - NATIVE SOIL	\$ 35,280.00

COST ESTIMATE SUMMARY

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

Project Number: 24167
Date: 10-Mar-26

Decription : **PCO#004
ADDITIONAL WEEKS OF AIR MONITORING FOR KABOOM**

Reference Drawing: Cost Proposal dated 03/05/2026
SUBCONTRACTOR: LANGAN ENTERPRISES

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost	TOTAL
1	SHEET 1 of 2 EWO/Date			
2	SHEET 2 of 2			
3	\$ 30,240.00	\$ 3,360.00	\$ -	\$ 33,600.00
4				
5				
6				
7	\$ 30,240.00	+ \$ 3,360.00	+ \$ -	= \$ 33,600.00
8				
9	Expenses:			
10	Material Sales Tax.....		10.25% of Total Material:	Incl.
11	Rental Sales Tax.....		10.25% of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ 33,600.00
14				
15	General Contractor OH, B&IP, &P:		15.00% * Total Cost	Included
16			*(Overhead, Bond & Insurance Premiums & Profit)	
17				
18			Subtotal - Line 13 thru 19:	\$ 33,600.00
19				
20			Subcontractor's Cost - NONE	\$ -
21			TOTAL - Subcontractor's Cost	\$ -
22				
23	General Contractor OH&P on Sub Cost:		5.00% *	\$ -
24			SUBTOTAL	\$ 33,600.00
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			
26	Subcontractor Bond & ins.:		0.00%	\$ -
27			SUBTOTAL	\$ 33,600.00
28				
29			TOTAL PROBABLE CONSTRUCTION COST - LANGAN	\$ 33,600.00

Detailed Estimate

JOAQUIN MILLER ES SITE IMPROVEMENTS											
										Date: #REF!	
No.	PCO#008 R3					LABOR COST		MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		LANGAN ENTERPRISES									
Project Description:		ADDITIONAL WEEKS OF AIR MONITORING FOR KABOOM									
1	SCOPE OF WORK:										
2	Additional field oversight	14.00	Days	112	hrs						
3											
4											
5											
6											
7	MATERIALS:										
8	Miscellaneous materials, 10%	1.00	LS	0.00	0.00			\$ 4,200.00	\$ 4,200.00		
9											
10											
11											
12	LABOR:										
15	Average Rate										
16	Field Oversight, Reg	1.00	EA	112.00	112.00		\$ -				
17	Field Oversight, OT	1.00	EA	96.00	96.00		\$ -				
18					208.00	\$ 181.73	\$ 37,800	Reasonable rates			
19	Per Agreement with District, to be covered by District @ 80%	80%					\$ 30,240.00		\$ 3,360.00		
20											
21											
22											
23	EQUIPMENT:										
24	Not Used	0.00	EA	0.00	0.00			\$ -	\$ -		
25											
26											
27											
28											
29											
30											
31											
32							\$30,240.00		\$ 3,360.00		



Muhanad Amous (Consultant) <muhanad.amous@ousd.org>

[EXTERNAL] Joaquin Miller ES - Final Revised COs

Marissa Zamora <mmzamora@tuluminnoveng.com>

Wed, Mar 11, 2026 at 5:38 PM

To: "Muhanad Amous (Consultant)" <muhanad.amous@ousd.org>

Cc: "Jonah Ortega (Consultant)" <jonah.ortega@ousd.org>, Megan Allegretti <megan.allegretti@ousd.org>, "Rafael J. Zamora" <rzamora@tuluminnoveng.com>

Hi Muhanad,

TULUM agrees will all the change orders pertaining to the bond percentage of 1.5%

PCO#5 I will need a little more time to review on my end.

I appreciate the quick response.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

From: Muhanad Amous (Consultant) <muhanad.amous@ousd.org>

Sent: Wednesday, March 11, 2026 5:13 PM

To: Marissa Zamora <mmzamora@tuluminnoveng.com>

Cc: Jonah Ortega (Consultant) <jonah.ortega@ousd.org>; Megan Allegretti <megan.allegretti@ousd.org>; Rafael J. Zamora <rzamora@tuluminnoveng.com>

Subject: Re: [EXTERNAL] RE: Joaquin Miller ES - Final Revised COs

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Marissa,

Yes, I received your email and shared it with Emil. He has provided his comments. Please see the attached change orders along with his notes below. I haven't had the chance to review them yet.

If Tulum and Native agree with Emil's estimate/comments, we won't need to revise the change orders. A simple email confirmation will suffice. Thanks again for the quick turnaround on these submissions!

Emil comments:

Hi Muhanad,

Attached cost proposal review for PCO#1, 2, 3, 4, 5, 6, 7, 8 & 10.

The difference in all PCOs except PCO#5 was due to use of 2% bonds instead of 1.5% per Contract.

There's a big difference in PCO#5 since all the back-ups attached are not matching those indicated in the cost breakdown.

If you have any questions, please let me know

-Emil

Best regards,

Muhanad Amous

Mobile: +1 (408) 613-5703

955 High Street,

Oakland, CA 94601

www.OUSD.org

Muhanad.amous@ousd.org

On Wed, Mar 11, 2026 at 4:36 PM Marissa Zamora <mmzamora@tuluminnoveng.com> wrote:

Hi Muhanad,

I want to confirm that you have received my previous email with the change orders. Please let me know if you have any questions or need anything from me.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

From: Marissa Zamora
Sent: Friday, March 6, 2026 1:43 PM
To: Muhanad Amous (Consultant) <muhanad.amous@ousd.org>
Cc: Jonah Ortega (Consultant) <jonah.ortega@ousd.org>; Megan Allegretti <megan.allegretti@ousd.org>; Rafael J. Zamora <rzamora@tuluminnoveng.com>
Subject: Joaquin Miller ES - Final Revised COs

Hi Muhanad,

Please see attached all change orders for the Joaquin Miller ES project. The change orders have been revised to reflect the agreed upon labor rates. Let me know if you have any questions.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

INTELLIBID COST BREAKDOWN
SHEET S1 OF S1

CONTRACTOR: TULUM SYSTEMS
PROJECT NAME: Joaquin Miller ES Site Improvements
PROJECT NUMBER:
CHANGE ORDER NUMBER: TULUM-JoaquinMillerES-008AMENDED3 **DATE:** 3/5/2026
CHANGE ORDER DESCRIPTION: Additional Weeks of Air monitoring for Kaboom (weekends included)

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	-	
2. Fifteen percent (15%) of Line 1	\$	-	
3. Sum of Lines 1 & 2		\$	-
4. TOTAL BURDEN LABOR COSTS		\$	-
5. TOTAL MATERIAL COSTS	\$	-	
6. Fifteen percent (15%) of Line 5	\$	-	
7. Sum of Lines 5 & 6		\$	-
8. Tax			
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Fifteen percent (15%) of Line 9	\$	-	
11. Sum of Lines 9 & 10		\$	-
12. TOTAL OF LOWER TIER SUBCONTRACTED COST Native Soil	\$	35,280.00	
13. Five precent (5%) of line 12	\$	1,764.00	
14. Sum of Lines 12 & 13		\$	37,044.00
SUBTOTAL OF DIRECT COSTS & MARK-UP		\$	37,044.00
COST OF BONDS (2%)		\$	740.88
		\$	-
TOTAL CHANGE ORDER		\$	37,784.88

NOTE:

1. TULUM reserves the right to amend the CO due to material or equipment cost escalation, or personnel wage increases.

INTELLIBID COST BREAKDOWN
SHEET S1 OF S2

CONTRACTOR: NATIVE SOIL INC
PROJECT NAME: Joaquin Miller Elementary School Site Improvements Project
PROJECT NUMBER 24167
CHANGE ORDER NUMBER: 4 **DATE:** 9/29/2025
CHANGE ORDER DESCRIPTION: Environmental Services for Additional Weeks of Air Monitoring Including Weekends

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	-	
2. Ten percent (10%) of Line 1	\$	-	
3. Sum of Lines 1 & 2		\$	-
4. TOTAL BURDEN LABOR COSTS (10%)		\$	-
5. TOTAL MATERIAL COSTS	\$	-	
6. Ten percent (10%) of Line 5	\$	-	
7. Sum of Lines 5 & 6		\$	-
8. Tax		\$	-
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Fifteen percent (15%) of Line 9	\$	-	
11. Sum of Lines 9 & 10		\$	-
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	33,600.00	
Langan	\$	42,000.00	
13. Five percent (5%) of line 12	\$	1,680.00	
14. Sum of Lines 12 & 13		\$	35,280.00
SUBTOTAL OF DIRECT COSTS & MARK-UP		\$	35,280.00
COST OF BONDS 1.5%		\$	-
TOTAL CHANGE ORDER		\$	35,280.00

NOTE:

135 Main Street, Suite 1500 San Francisco, CA 94105 T: 415.955.5200 F: 415.955.5201

TO: Emmanuel Gomez – Native Soils Inc.

FROM: Daniel Wood, PG – Langan CA, Inc.
Mukta Patil, PE – Langan CA, Inc.
Peter J. Cusack – Langan CA, Inc.

DATE: 17 September 2025

**SUBJECT: Additional Services Request (ASR) No. 1
Environmental Services for Additional Weeks of Air Monitoring Including Weekends
Joaquin Miller Elementary School
5525 Ascot Drive
Oakland, California
Langan Project No. 750695305**

Proposal/Contract Date: 1 July 2025

Proposal/Contract No.: 750695303

Original Authorized Budget: \$42,000

Requested Budget Increase Amount: \$42,000

Revised Authorized Budget: \$84,000

Reasons for Budget Reallocation: Additional Environmental Services

This additional services request (ASR) No. 1 has been prepared to account for the additional services discussed below.

Additional Environmental Services

Task 1 - Additional Perimeter Air Monitoring (Completed in July 2025)

Langan's 1 July 2025 proposal included two weeks (10 days) of Perimeter Air Monitoring (Task 1), which included 12 part-time site visits (including Saturday to pick-up the 24-hour sample started on Friday), air monitoring equipment rentals, and laboratory analysis of daily air samples.

The actual duration of perimeter air monitoring extended from 3 July to 27 July 2025. The project extended to a total of approximately three and a half weeks (26 days), including weekends. A total of 14 additional site visits (including eight weekend days), and the collection, analysis, evaluation, and submittal of 45 additional air samples collected from the air monitoring network.

Therefore, we respectfully request that \$42,000 be approved for performing these services. We trust this ASR provides the information requested at this time.

Task 1 – Perimeter Asbestos Air Monitoring (One additional week, including eight weekend days):

Langan Labor

(14 days of field oversight (8 weekend days), air monitoring equipment, and laboratory analytical testing of air samples) \$42,000

ENVIRONMENTAL TOTAL..... \$42,000

some fees were reduced due to use of Langan equipment

Sincerely,
Langan CA, Inc.



Daniel Wood, PG
Project Geologist



Mukta Patil, PE #C85488
Associate



Peter J. Cusack
Associate Principal

Attachments: 2024 Schedule of Fees and Conditions
General Terms and Conditions

AUTHORIZATION

Receipt of this ASR, including the Schedule of Fees and General Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

Emmanuel Gomez
Founder
Native Soils Inc.
1721 Broadway #201
Oakland, California 94612

**SUBJECT: Additional Services Request (ASR) No. 1
Environmental Services for Additional Weeks of Air Monitoring
Including Weekends
Joaquin Miller Elementary School
5525 Ascot Drive
Oakland, California
Project Number: 750695305**

Company: _____ (“Client”)

By/Title: _____
(Authorized representative)

Signature: _____

Date: _____

- Professional Fees

SCHEDULE OF FEES AND CONDITIONS

Effective 1 January 2024

BILLING CATEGORY	HOURLY BILLING RATE
Technician - Level I (Engineering Technicians)	130
Technician - Level II (Technicians/Word Processing/Technical Typists/Financial Analysts)	130
Technician - Level III (Engineering Technicians/Inspectors, CADD and GIS)	130
Staff Personnel - Level I	140
Staff Personnel - Level II	140
Staff Personnel - Level III	140
Senior Staff Personnel - Level I	150
Senior Staff Personnel - Level II	150
Senior Staff Personnel - Level III	150
Project Personnel - Level I	175
Project Personnel - Level II	175
Project Personnel - Level III	175
Senior Project Personnel - Level I	205
Senior Project Personnel - Level II	205
Associate	240
Senior Associate	240
Associate Principal	265
Principal	265
Senior & Managing Principal	265

- Senior Consultants are billed at \$265/Hour
- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.
- Litigation related services, including expert testimony, court appearances, depositions, etc. are billed at 1.5 times the above rates. The services will be billed at a minimum of 4 hours for up to one half day and a minimum of 8 hours for services over 4 hours.
- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

CONSULTANT EQUIPMENT RENTAL RATES

Automobiles, Vans, and Small Trucks (travel time plus time on site) \$26.25 per hour/\$210 per day. Nuclear Moisture-Density Gauge \$16.20 per hour

COMPUTER SERVICES

Our in-house computer usage is billed on a time used basis at the following rates:

	Rate per Hour
CADD, GIS and Terrain Modeling Programs	\$30
Engineering Programs/Digitizing	\$25

SURVEYING SERVICES

See survey-specific Schedule of Fees and Conditions

SUBCONTRACTOR/SUBCONSULTANT COSTS

All subcontracted services including lab tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

REIMBURSABLE EXPENSES

PROFESSIONAL LIABILITY AND RELATED INSURANCE

A surcharge of 4% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

IN-HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$10.00 per box per month.

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densitometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate. PID's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates.

PREVAILING WAGE

If applicable, prevailing wage premium will be added to the rates stated above.

TERMS

Invoices are payable within 30 days. Service charge of 1.5% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to services provided by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.; or Langan Engineering and Environmental Services, LLC; or Langan CA, Inc.; or Langan CT, Inc.; or Langan MA, Inc.; or Langan MI, Inc.; or Langan NC, Inc.; or Langan International, LLC; or Langan International UK, LTD.; or Langan Panama, S. DE R.L.; or Navix Engineering, LLC; or such other Langan entity specifically identified in the Proposal (each individually, a "LANGAN ENTITY"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "Proposal"), shall constitute the "Agreement." For purposes of this Agreement, the LANGAN ENTITY identified in the Proposal shall be referred to as "LANGAN" and the entity signing the Proposal shall be referred to as "CLIENT."

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

LANGAN will provide those services specifically identified in the Proposal (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; (vii) give immediate written notice to LANGAN whenever CLIENT becomes aware of a cyber-event impacting CLIENT's or LANGAN's data or computer systems, including but not limited to theft, dissemination or use of confidential or personally identifiable information, or breach of network security (including unauthorized access to, use of or tampering with computer systems or data, or introduction of any virus or malware); and (viii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

CLIENT acknowledges that LANGAN has expended substantial time and expense in recruiting and training its employees and that the loss of such employees would cause significant financial harm to LANGAN. CLIENT therefore agrees that during the term of this Agreement and for one (1) year following completion of the Services, not to, directly or indirectly, attempt to or actually solicit, recruit or hire, any LANGAN employee involved with the Services. In the event this provision is violated, CLIENT will, on demand, pay LANGAN damages in an amount equal to the current yearly salary of the employee. CLIENT agrees that: (i) damages for a violation of this provision are difficult to ascertain; and (ii) the amount set forth herein bears a reasonable relationship to the actual damages LANGAN would incur and does not constitute a penalty. This provision will not apply to offers of employment resulting from general solicitations in the public domain.

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and LANGAN was not notified by CLIENT, CLIENT agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. CLIENT also agrees to defend, indemnify, and hold harmless LANGAN from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

E. RIGHT OF ENTRY

The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services, including execution of any site access or license agreements required for completion of the Services. LANGAN will not be required to execute any site access or license agreement(s). While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

I. INDEMNIFICATION

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify and hold harmless the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify, defend and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

Payment by CLIENT in accordance with Section D of this Agreement is a condition precedent to LANGAN's indemnification obligations.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, CLIENT hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

M. FORCE MAJEURE

LANGAN will not be responsible or liable for any delays in performance, failure of performance or additional costs incurred by CLIENT related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil

disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local governments or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious diseases), or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by CLIENT of a reliance fee equal to 10 percent (10%) of the amount paid by CLIENT for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to CLIENT and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. In the event LANGAN is required to execute any certifications, it is understood and agreed that: (i) the words "certify" or "certification" shall mean an expression of LANGAN's professional opinion based upon available information and consistent with the Standard of Care; and (ii) such certification does not constitute a warranty or guarantee by LANGAN.

P. CONFLICTS OF INTEREST

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

Q. TERMINATION AND SUSPENSION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement.

Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of suspension for non-payment, LANGAN shall have the right to: (i) withhold its project Deliverables; and (ii) demand advanced payment for future services. Furthermore, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with this Section Q, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

R. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation. CLIENT shall reimburse LANGAN for the actual cost of disposal plus 15%.

S. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

T. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party, provided, however, that LANGAN can assign this Agreement, without consent, to a subsidiary or affiliate of LANGAN. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

If LANGAN is requested to execute a consent to assignment of this Agreement to a lender or other entity providing financing for the Project, LANGAN, in its sole but reasonable discretion, may agree to execute any such document provided it does not materially alter LANGAN's risk exposure or obligations under this Agreement, and provided the assignee agrees to: (i) pay any amounts due and owing at the time of assignment; (ii) pay any amounts to become due subsequent to such assignment; and (iii) be bound by the terms and conditions of this Agreement.

U. DISPUTE RESOLUTION

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT

Unless a separate agreement is executed by the parties, upon receipt of direction to proceed from CLIENT and commencement of the SERVICES by LANGAN, and regardless of whether CLIENT signs the Proposal, these General Terms and Conditions will govern LANGAN's performance of the Services.

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.



CHANGE ORDER REQUEST (Proposed Change Order)

No. 9

PROJECT: Joaquin Miller Site Improvement Project
Joaquin Miller Elementary School

DATE: MARCH 18, 2026

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: TULUM INNOVATIVE ENGINEERING
3101 Hyde Street
Oakland, CA 94601

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 24167
PROJECT MANAGER: Muhand Amous

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

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):
The project start was delayed from June 9, 2025 to June 23, 2025 while awaiting approval of the asbestos air monitoring plan from the Bay Area Air Quality Management District (BAAQMD). As a result of this two-week delay, the Contractor was required to perform portions of the work using overtime and premium time in order to maintain the project schedule.

This work is included under the Contractor's Change Order Proposal CCO #10.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 19,132.99

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

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

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



CERTIFICATION

I, Marissa Zamora, declare the following:

Tulum Innovative Engineering, Inc. dba Tulum Systems has contracted with Oakland Unified School District for the Joaquin Miller ES Site Improvement Contract ("Contract"). Tulum Innovative Engineering, Inc. dba Tulum Systems authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension Oakland Unified School District regarding this Contract (such COR or AER being dated November 5, 2025, and entitled PREMIUM TIME DUE TO LATE START, and requesting \$19,132.99 and/or 0 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at Tulum Innovative Engineering, Inc. dba Tulum Systems regarding this COR or AER.

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

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District is responsible under its Contract with Tulum Innovative Engineering, Inc. dba Tulum Systems.

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for Tulum Innovative Engineering, Inc. dba Tulum Systems) when necessary to ensure that the statements were true and correct.

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed March 18, 2026 at Oakland, California.

Marissa M Zamora [signature]
Marissa M Zamora, President & CEO [name of declarant]
Tulum Innovative Engineering, Inc. dba Tulum Systems

319-661/7106498.1

OAKLAND UNIFIED SCHOOL DISTRICT
JOAQUIN MILLER ES SITE IMPROVEMENTS
PROJ # 24167
PCO#010 PREMIUM TIME

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

General Comments:

1 GENERAL CONTRACTOR: TULUM SYSTEMS

Total manhours proposed by Tulum is accepted. Labor rates per agreed rates.

Bonds should only be 1.5% per Contract not 2% used by Tulum.

2 SUBCONTRACTOR: NATIVE SOIL

Total manhours proposed by Native Soil is accepted.

Hourly rates per agreed with the District

3 GENERAL CONTRACTOR'S COST PROPOSALS \$ 19,241.15

ESTIMATED CONSTRUCTION COST FOR PCO#010 \$ 19,132.99

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
PCO#010 **JOAQUIN MILLER ES SITE IMPROVEMENTS**
Oakland, CA

Project Number: 24167
 Date: 10-Mar-26

Description : **PCO#004**
PREMIUM TIME

Reference Drawing: **Cost Proposal dated 11/05/2025**
 GEN. CONTRACTOR: **TULUM**

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2 EWO/Date				
2 SHEET 2 of 2				
3 \$ 13,576.43	\$ -	\$ -		\$ 13,576.43
4				
5				
6				
7 \$ 19,241.15	+ \$ -	+ \$ -		= \$ 13,576.43
8				
9 ESTIMATED C Expenses:				
10 Material Sales Tax.....		10.25%	of Total Material:	Incl.
11 Rental Sales Tax.....		10.25%	of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ 13,576.43
14				
15	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	\$ 2,036.46
16		*(Overhead, Bond & Insurance Premiums & Profit)		
17			Subtotal - Line 13 thru 19:	\$ 15,612.89
18				
19				
20			Subcontractor's Cost - NATIVE SOIL	\$ 3,083.19
21			TOTAL - Subcontractor's Cost	\$ 3,083.19
22				
23	General Contractor OH&P on Sub Cost:	5.00% *		\$ 154.16
24			SUBTOTAL	\$ 18,850.24
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			
26	Subcontractor Bond & ins.:	1.50%		\$ 282.75
27			SUBTOTAL	\$ 19,132.99
28				
29			TOTAL PROBABLE CONSTRUCTION COST - TULUM	\$ 19,132.99

Detailed Estimate

CO#010

JOAQUIN MILLER ES SITE IMPROVEMENTS										Date: #REF!		
No.	PCO#010					LABOR COST		MATERIAL COST				
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
GEI	3/10/2026	TULUM										
Project Description:		PREMIUM TIME										
1	SCOPE OF WORK:											
2	Premium Time Only											
3												
4												
5												
6												
7	MATERIALS:											
8	Not Used	0.00	EA	0.00	0.00			\$ -	\$ -			
9												
10												
11												
12	LABOR:											
15	Summary											
15	Laborer/FM, OT	1.00	EA	37.50	37.50	\$ 31.63	\$ 1,186.13	\$ 155.05	\$ 124.08	\$ 130.61	\$ 106.02	
16	Laborer/FM, DT	1.00	EA	7.00	7.00	\$ 61.94	\$ 433.58	\$ 93.11	\$ 93.11	\$ 81.41	\$ 81.41	
16	Laborer/JM, OT	1.00	EA	262.00	262.00	\$ 24.60	\$ 6,445.20	\$ 61.94	\$ 30.97	\$ 49.20	\$ 24.61	
17	Laborer/JM, DT	1.00	EA	112.00	112.00	\$ 49.21	\$ 5,511.52					
18												
19												
20												
21												
22												
23												
24												
25												
26	EQUIPMENT:											
27	Not Used	0.00	EA	0.00	0.00			\$ -	\$ -			
28												
29												
30												
31												
32												
33												
34												
35												
36												
37												
38						0.00	#DIV/0!	\$13,576.43				

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
PCO#010 **JOAQUIN MILLER ES SITE IMPROVEMENTS**
Oakland, CA

Project Number: 24167
 Date: 10-Mar-26

Description : **PCO#004**
PREMIUM TIME

Reference Drawing: Cost Proposal dated 11/05/2025
 SUBCONTRACTOR: NATIVE SOIL

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2 EWO/Date				
2 SHEET 2 of 2				
3 \$ 2,681.04	\$ -	\$ -		\$ 2,681.04
4				
5				
6				
7 \$ 19,241.15	+ \$ -	+ \$ -		= \$ 2,681.04
8				
9 ESTIMATED C Expenses:				
10 Material Sales Tax.....		10.25%	of Total Material:	Incl.
11 Rental Sales Tax.....		10.25%	of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ 2,681.04
14				
15	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	\$ 402.16
16			*(Overhead, Bond & Insurance Premiums & Profit)	
17				
18			Subtotal - Line 13 thru 19:	\$ 3,083.19
19				
20			Subcontractor's Cost - NONE	\$ -
21			TOTAL - Subcontractor's Cost	\$ -
22				
23	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
24			SUBTOTAL	\$ 3,083.19
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			
26	Subcontractor Bond & ins.:	0.00%		\$ -
27			SUBTOTAL	\$ 3,083.19
28				
29			TOTAL PROBABLE CONSTRUCTION COST - NATIVE SOIL	\$ 3,083.19

Detailed Estimate

JO#010

JOAQUIN MILLER ES SITE IMPROVEMENTS											
										Date: #REF!	
No.	PCO#010				LABOR COST			MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GE	3/10/2026	NATIVE SOIL									
	Project Description:	PREMIUM TIME									
1	SCOPE OF WORK:										
2	Premium Time Only										
3											
4											
5											
6											
7	MATERIALS:										
8	Not Used	19241.15	EA	0.00	0.00			\$ -	\$ -		
9											
10											
11											
12	LABOR:										
15	Premium Rate only										
16	Laborer/JM, OT	1.00	EA	19.50	19.50	\$ 24.71	\$ 481.85				
17	Laborer/JM, DT	1.00	EA	44.50	44.50	\$ 49.42	\$ 2,199.19				
18					64.00						
19											
20											
21											
22											
23	EQUIPMENT:										
24	Not Used	0.00	EA	0.00	0.00			\$ -	\$ -		
25											
26											
27											
28											
29											
30											
31											
32					64.00	\$ 41.89	\$2,681.04				



Muhanad Amous (Consultant) <muhanad.amous@ousd.org>

[EXTERNAL] Joaquin Miller ES - Final Revised COs

Marissa Zamora <mmzamora@tuluminnoveng.com>

Wed, Mar 11, 2026 at 5:38 PM

To: "Muhanad Amous (Consultant)" <muhanad.amous@ousd.org>

Cc: "Jonah Ortega (Consultant)" <jonah.ortega@ousd.org>, Megan Allegretti <megan.allegretti@ousd.org>, "Rafael J. Zamora" <rzamora@tuluminnoveng.com>

Hi Muhanad,

TULUM agrees will all the change orders pertaining to the bond percentage of 1.5%

PCO#5 I will need a little more time to review on my end.

I appreciate the quick response.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

From: Muhanad Amous (Consultant) <muhanad.amous@ousd.org>

Sent: Wednesday, March 11, 2026 5:13 PM

To: Marissa Zamora <mmzamora@tuluminnoveng.com>

Cc: Jonah Ortega (Consultant) <jonah.ortega@ousd.org>; Megan Allegretti <megan.allegretti@ousd.org>; Rafael J. Zamora <rzamora@tuluminnoveng.com>

Subject: Re: [EXTERNAL] RE: Joaquin Miller ES - Final Revised COs

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Marissa,

Yes, I received your email and shared it with Emil. He has provided his comments. Please see the attached change orders along with his notes below. I haven't had the chance to review them yet.

If Tulum and Native agree with Emil's estimate/comments, we won't need to revise the change orders. A simple email confirmation will suffice. Thanks again for the quick turnaround on these submissions!

Emil comments:

Hi Muhanad,

Attached cost proposal review for PCO#1, 2, 3, 4, 5, 6, 7, 8 & 10.

The difference in all PCOs except PCO#5 was due to use of 2% bonds instead of 1.5% per Contract.

There's a big difference in PCO#5 since all the back-ups attached are not matching those indicated in the cost breakdown.

If you have any questions, please let me know

-Emil

Best regards,

Muhanad Amous

Mobile: +1 (408) 613-5703

955 High Street,

Oakland, CA 94601

www.OUSD.org

Muhanad.amous@ousd.org

On Wed, Mar 11, 2026 at 4:36 PM Marissa Zamora <mmzamora@tuluminnoveng.com> wrote:

Hi Muhanad,

I want to confirm that you have received my previous email with the change orders. Please let me know if you have any questions or need anything from me.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

From: Marissa Zamora
Sent: Friday, March 6, 2026 1:43 PM
To: Muhanad Amous (Consultant) <muhanad.amous@ousd.org>
Cc: Jonah Ortega (Consultant) <jonah.ortega@ousd.org>; Megan Allegretti <megan.allegretti@ousd.org>; Rafael J. Zamora <rzamora@tuluminnoveng.com>
Subject: Joaquin Miller ES - Final Revised COs

Hi Muhanad,

Please see attached **all** change orders for the Joaquin Miller ES project. The change orders have been revised to reflect the agreed upon labor rates. Let me know if you have any questions.

Thank you,

Marissa Zamora

President & CEO

Tulum Innovative Engineering, Inc. dba Tulum Systems

INTELLIBID COST BREAKDOWN
SHEET S1 OF S1

CONTRACTOR: TULUM SYSTEMS
PROJECT NAME: Joaquin Miller ES Site Improvements
PROJECT NUMBER:
CHANGE ORDER NUMBER: TULUM-JoaquinMillerES-010
CHANGE ORDER DESCRIPTION: Premium Time

DATE: 11/5/2025

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	13,588.29	
2. Ten percent (15%) of Line 1	\$	2,038.24	
3. Sum of Lines 1 & 2			\$ 15,626.53
4. TOTAL BURDEN LABOR COSTS			\$ -
5. TOTAL MATERIAL COSTS	\$	-	
6. Ten percent (15%) of Line 5	\$	-	
7. Sum of Lines 5 & 6			\$ -
8. Tax			
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Ten percent (15%) of Line 9	\$	-	
11. Sum of Lines 9 & 10			\$ -
12. TOTAL OF LOWER TIER SUBCONTRACTED COST Native Soil	\$	3,083.19	
13. Five percent (5%) of line 12	\$	154.16	
14. Sum of Lines 12 & 13			\$ 3,237.35
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 18,863.88
COST OF BONDS (2%)			\$ 377.28
			\$ -
TOTAL CHANGE ORDER			\$ 19,241.15

NOTE:

1. TULUM reserves the right to amend the CO due to material or equipment cost escalation, or personnel wage increases.

INTELLIBID COST BREAKDOWN
SHEET S1 OF S2

CONTRACTOR: NATIVE SOIL INC

PROJECT NAME: Joaquin Miller Elementary School Site Improvements Project

PROJECT NUMBER: 24167

CHANGE ORDER NUMBER: 5 **DATE:** 10/24/2025

CHANGE ORDER DESCRIPTION: Premium Time

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	2,681.04	
2. Ten percent (15%) of Line 1	\$	402.16	
3. Sum of Lines 1 & 2			\$ 3,083.19
4. TOTAL BURDEN LABOR COSTS (5%)			\$ -
5. TOTAL MATERIAL COSTS	\$	-	
6. Ten percent (5%) of Line 5	\$	-	
7. Sum of Lines 5 & 6			\$ -
8. Tax			\$ -
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Fifteen percent (5%) of Line 9	\$	-	
11. Sum of Lines 9 & 10			\$ -
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	-	
13. Five percent (5%) of line 12	\$	-	
14. Sum of Lines 12 & 13			\$ -
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 3,083.19
COST OF BONDS 1.5%			
TOTAL CHANGE ORDER			\$ 3,083.19

NOTE:



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Joaquin Miller Elementary School Site Improvements	Site	913
---------------------	--	-------------	-----

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	Tulum Innovative Engineering, Inc.	Agency's Contact	Marissa Zamora				
OUSD Vendor ID #	004387	Title	Project Manager				
Street Address	3101 Hyde Street	City	Oakland	State	CA	Zip	94601
Telephone	510-355-8159	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 #	24167						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-12-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-30-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$ 203,565.90
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
2600/9000	Fund 1 ELOP	010-2600-0-9000-8500-6274-142-9130-0092-9999-24167	6274	\$203,565.90

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.	Executive Director, Facilities				
	Signature	Date Approved	May 5, 2026		
	<small>Sale Nadel Hayes (May 5, 2026 14:00:12 PDT)</small>				
2.	OUSD Counsel, of Facilities				
	Signature	Date Approved	5/1/2026		
3.	Chief Systems and Services Officer				
	Signature	Date Approved	May 5, 2026		
	<small>Preston Thomas (May 5, 2026 14:32:55 PDT)</small>				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	25-1290
Introduction Date	6-11-2025
Enactment Number	25-1005
Enactment Date	6/11/2025 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

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

Board Meeting Date June 11, 2025

Subject Agreement Between Owner and Contractor – Tulum Innovative Engineering, Inc. – Joaquin Miller Elementary Site Improvements Project- Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Tulum Innovative Engineering, Inc.**, Oakland, CA, for the latter to provide demolition and site improvement services, including installing and replacing existing play structures, safety surfacing, basketball hoop poles, and chain-link fencing, upgrading the irrigation system and repaving decomposed granite and turf tiles, for the **Joaquin Miller Elementary School Site Improvements Project**, in the amount of **\$598,634.00**, which includes a contingency of **\$63,000.00**, with the work anticipated to commence on **June 12, 2025**, and to be completed within seventy-nine (79) days, with an anticipated end date of **August 30, 2025**.

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

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Tulum Innovative Engineering, Inc., Oakland, CA, for the latter to provide demolition and site improvement services, including installing and replacing existing play structures, safety surfacing, basketball hoop poles, and chain-link fencing, upgrading the irrigation system and repaving decomposed granite and turf tiles, for the Joaquin Miller Elementary School Site Improvements Project, in the amount of \$598,634.00, which includes a contingency of \$63,000.00, with the work anticipated to commence on June 12, 2025, and to be completed within seventy-nine (79) days, with an anticipated end date of August 30, 2025.

Fiscal Impact Fund 1 General Fund ELOP & OTAB

Attachments

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



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

Legislative File ID No. 25- 1290

Department: Facilities Planning & Management

Vendor Name: Tulum Innovative Engineering, Inc.

Project Name: Joaquin Miller ES Site Improvement

Project No.: 24167

Contract Term: Intended Start: June 12, 2025

Intended End: August 30, 2025

Total Cost Over Contract Term: \$598,634.00

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?

Tulum Innovative Engineering, Inc. was selected by the district as the lowest responsible and responsive bid.

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

Tulum Innovative Engineering, Inc. will demolish existing play structures, safety surfacing, basketball hoop poles and chain-link fencing. Enhance the garden with new planter boxes and upgrade drip irrigation system. Additional work includes upgrades to decomposed granite pathway, and turf tile, pavement replacement upgrades for the Joaquin Miller Elementary School Site Improvement Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$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 12, 2025**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **TULUM INNOVATIVE ENGINEERING, INC.** hereinafter called the “Contractor.”

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

ARTICLE I. SCOPE OF WORK.

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

the Joaquin Miller Elementary School Site Improvements Project, located at 5525 Ascot Drive, Oakland, CA 94611,

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 seventy-nine (79) 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 12, 2025**, in which case the deadline for Completion would be **August 30, 2025**.

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

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

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

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

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

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

and 6.2.3.

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

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

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **FIVE HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND NO/100 (\$598,634.00)** 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 **SIXTY-THREE THOUSAND DOLLARS AND NO/100 (\$63,000.00)** 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:
TULUM INNOVATIVE ENGINEERING, INC.

Signature: Marissa M Zamora

Name: Marissa M Zamora Date: 5/13/25

(Chairman, Pres., or Vice-Pres. President & CEO)

Signature _____

Name: _____ Date: _____

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

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard

6/12/2025

Jennifer Brouhard, President, Board of Education

Date

Kyla Johnson-Trammell

6/12/2025

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

Date

Preston Thomas

05/16/2025

[Preston Thomas \(May 16, 2025 12:38 PDT\)](#)

Preston Thomas, Chief Systems & Services Officer

Date

Approved As To Form:

James Traber

05/15/2025

OUSD Facilities Legal Counsel

Date

1019937
CALIFORNIA CONTRACTOR'S
LICENSE NO.

10/31/2026
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

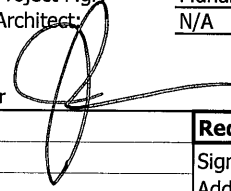
School: Joaquin Miller ES
 Project: Site Improvements
 Project #: 24167
 Estimate: \$ 630,000.00

Date: Monday, April 21, 2025
 Time: 2:00 p.m.
 Project Mgr: Muhanad Amous
 Architect: N/A

Signature of Witness to Bid



Signature of Bid Opener



Company:	Address:	City/State:	Phone:	Fax:	Base Bid:	Allowance:	TOTAL:	Alternates	Time Submitted	Date Submitted	Time Opened	Date Opened	Required Day of Bid:	
Redgwick Construction Co.	21 Hegenberger Ct.	Oakland, CA 94621	510-792-1727	510-792-1728	\$ 1,118,090.00	\$ 63,000.00	\$ 1,181,090.00		1:53 p.m.	4/21/2025	2:10 p.m.	4/21/2025	Signed Bid Form	X
													Addendum Acknow.	X
													Bid Bond	X
													Non-Collusion	X
													Iran Contracting Certification	X
													Site Visit Certification	X
													Contractor's Sub List	X
													Debarment Suspension & Schd Z	X
													Local Business Participation Form	
													DVBE Forms	
NG Builders	3100 Dutton Avenue, Suite #223	Santa Rosa, CA 95407	707-852-5046		\$ 487,000.00	\$ 63,000.00	\$ 550,000.00		1:14 p.m.	4/21/2025	2:17 p.m.	4/21/2025	Signed Bid Form	X
													Addendum Acknow.	X
													Bid Bond	X
													Non-Collusion	X
													Iran Contracting Certification	X
													Site Visit Certification	X
													Contractor's Sub List	X
													Debarment Suspension & Schd Z	X
													Local Business Participation Form	
													DVBE Forms	
Tulum Innovative Engineering	3101 Hyde Street	Oakland, CA 94601	510-689-2783		\$ 535,634.00	\$ 63,000.00	\$ 598,634.00		1:24 p.m.	4/21/2025	2:21 p.m.	4/21/2025	Signed Bid Form	X
													Addendum Acknow.	X
													Bid Bond	X
													Non-Collusion	X
													Iran Contracting Certification	X
													Site Visit Certification	X
													Contractor's Sub List	X
													Debarment Suspension & Schd Z	X
													Local Business Participation Form	
													DVBE Forms	
D-Line Constructors, Inc.	2744 E. 11th Street, Box H14	Oakland, CA 94601	510-251-6400	510-251-6401	\$ 745,000.00	\$ 63,000.00	\$ 808,000.00		1:47 p.m.	4/21/2025	2:26 p.m.	4/21/2025	Signed Bid Form	X
													Addendum Acknow.	X
													Bid Bond	X
													Non-Collusion	X
													Iran Contracting Certification	X
													Site Visit Certification	X
													Contractor's Sub List	X
													Debarment Suspension & Schd Z	X
													Local Business Participation Form	
													DVBE Forms	

BID FORM
DOCUMENT 00 31 01

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

Dear Board Members:

The undersigned, doing business under the firm name of TULUM INNOVATIVE ENGINEERING DBA TULUM SYSTEMS, 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 **Joaquin Miller Elementary School Site Improvements Project at 5525 Ascot Drive, Oakland, CA 94611, (the "Contract")**, Scope of work includes: The contractor will demolish existing play structures, safety surfacing, basketball hoop poles, enhance the garden space, and prep surface to receive new nature area. Safety surfacing tiles and drainage systems will be installed for a new play structures. Furnishing and installation of new play structure is by others. Additional work includes installing privacy screens, preparing walls for murals, tree planting with irrigation and drainage, and upgrades to the nature area with a decomposed granite pathway. Work will follow strict safety standards and coordination with OUSD. See further details in the specifications.

A complete, detailed description of the Scope can be found at the following OUSD website:

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 :

Five hundred thousand thirty five six hundred thirty four dollars _____ Dollars	\$ <u>535,634</u>
<i>Bid Amount Without Contingency Allowance</i>	
<u>Sixty-Three Thousand</u> _____ Dollars	<u>\$63,000.00</u>
<i>Total of Allowances (see Section IV of Agreement)</i>	

OAKLAND UNIFIED SCHOOL DISTRICT
JOAQUIN MILLER ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24167
APRIL 1, 2025

BID FORM
DOCUMENT 00 31 01

Five hundred thousand ninety eight six hundred thirty four dollars Dollars <i>Total Base Bid Amount</i>	\$ 598,634 <small>type text here</small>
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:

TULUM SYSTEMS, 3101 HYDE STREET, OAKLAND, CA 94601

Our Public Liability and Property Damage Insurance is placed with:

JAMES RIVER INSURANCE COMPANY

Our Workers' Compensation Insurance is placed with:

BENCHMARK INSURANCE COMPANY

{SR799810}2

OAKLAND UNIFIED SCHOOL DISTRICT
JOAQUIN MILLER ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24167
APRIL 1, 2025

BID FORM
DOCUMENT 00 31 01

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

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

Addendum No. 1 Date 4/7/2025 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: TULUM INNOVATIVE ENGINEERING DBA TULUM SYSTEMS

Business Address: 3101 HYDE STREET, OAKLAND, CA 94601

{SR799810}3

Telephone Number: (510) 689-2763
California Contractor License No.: 1019937
Class and Expiration Date: B, C10
Public Works Contractor Registration No.: 100094659
State of Incorporation, if Applicable: CALIFORNIA
Email Address: MM.ZAMORA@TULUMINNENGENG.COM

INDIVIDUAL:

Dated: _____, 20__

(Name)

PARTNERSHIP:

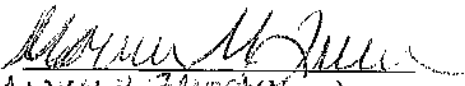
Evidence of authority to bind partnership is attached.

Dated: _____, 20__

(Name)
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: April 21, 2025

MARISSA M. ZAMORA (Name)
Pres/Dir (Chairman, Pres., or Vice-Pres.)

(Name)

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

{SR799810}4

OAKLAND UNIFIED SCHOOL DISTRICT
JOAQUIN MILLER ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24167
APRIL 1, 2025

BID FORM
DOCUMENT 00 31 01

3837027

ARTS-GS **Articles of Incorporation of a General Stock Corporation**

To form a **general stock corporation** in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A \$100 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you **drop off** the completed form or document.

Important! Corporations in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

FILED *[Signature]*
 Secretary of State
 State of California *AI*
 OCT 26 2015
 This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

Corporate Name (List the proposed corporate name. Go to www.sos.ca.gov/business/be/name-availability.htm for general corporate name requirements and restrictions.)

① The name of the corporation is TULUM Innovative Engineering, Inc.

Corporate Purpose

② The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

Service of Process (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

③ a. Marissa Zamora
Agent's Name

b. 3101 Hyde Street Oakland CA 94601
Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box *City (no abbreviations)* *State* *Zip*

Corporate Addresses

④ a. 3101 Hyde Street Oakland CA 94601
Initial Street Address of Corporation - Do not list a P.O. Box *City (no abbreviations)* *State* *Zip*

b. _____
Initial Mailing Address of Corporation, if different from 4a *City (no abbreviations)* *State* *Zip*

Shares (List the number of shares the corporation is authorized to issue. Note: Before shares of stock are sold or issued, the corporation must comply with the Corporate Securities Law of 1968 administered by the California Department of Business Oversight. For more information, go to www.dbo.ca.gov or call the California Department of Business Oversight at (866) 275-2677.)

⑤ This corporation is authorized to issue only one class of shares of stock.
The total number of shares which this corporation is authorized to issue is 1000

This form must be signed by each incorporator. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of incorporation.

Marissa Zamora
Incorporator Sign here

Marissa Zamora
Print your name here

Make check/money order payable to: Secretary of State Upon filing, we will return one (1) uncertified copy of your filed document for free; and will certify the copy upon request and payment of a \$5 certification fee.	By Mail Secretary of State Business Entities, P.O. Box 944260 Sacramento, CA 94244-2600	Drop-Off Secretary of State 1500 11th Street, 3rd Floor Sacramento, CA 95814
---	---	--



I hereby certify that the foregoing transcript of _____ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

OCT 27 2015

Date: _____

Handwritten signature of Alex Padilla in cursive script.

ALEX PADILLA, Secretary of State

BID BOND
DOCUMENT 00 40 00

Bond Number: n/a

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
Tulum Innovative Engineering, Inc. as Principal and
Swiss Re Corporate Solutions America Insurance Corporation as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
ten percent of total amount bid Dollars (\$ 10%) 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 Jefferson Child Development Center in
strict accordance with Contract Documents. Roofing, Asphalt & Playground Improvements

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
JEFFERSON CHILD DEVELOPMENT CENTER
ROOFING, ASPHALT & PLAYGROUND IMPROVEMENTS
PROJECT NO. 25003
FEBRUARY 19, 2025

BID BOND
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 21st day of April, 2025, the name and corporate party being hereto affixed and these presents duly signed by its

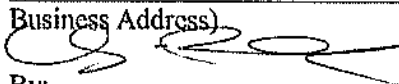
undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Tulum Innovative Engineering, Inc.
(Principal)

(Business Address)

Swiss Re Corporate Solutions America Insurance Corporation
(Corporate Surety)
777 South Figueroa Street, Suite 3700
Los Angeles, CA 90017

(Business Address)

By: _____

Cyndi Beilman, Attorney-in-Fact

The rate or premium of this bond is n/a per thousand, the total amount of premium charged, \$ n/a.

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

(SR798944)2

OAKLAND UNIFIED SCHOOL DISTRICT
JEFFERSON CHILD DEVELOPMENT CENTER
ROOFING, ASPHALT & PLAYGROUND IMPROVEMENTS
PROJECT NO. 25003
FEBRUARY 19, 2025

BID BOND
DOCUMENT 00 40 00

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CYNDI BEILMAN, REBECCA BRANNAN, AND JAMIE MAGNUSSEN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 24TH day of FEBRUARY, 20 24

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 24TH day of FEBRUARY, 20 24, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

[Signature of Karen M. Szweda]

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of April, 20 23



[Signature of Jeffrey Goldberg]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego }

On April 21, 2025 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

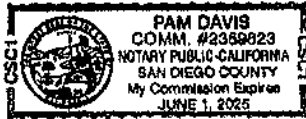
personally appeared Cyndi Beilman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature *Pam Davis*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

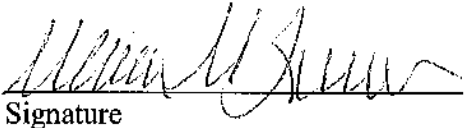
Owner: Oakland Unified School District
Contract: Joaquin Miller Elementary School Site Improvements
The undersigned declares:

I am the PRESIDENT/CEO of TOWER INNOVATIVE ENGINEERING the party making the foregoing bid or proposal ("Bid").

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 21, 2025, at OAKLAND [city], CA [state].


Signature

MAIZESA M. ZAMORA
Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
JOAQUIN MILLER ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24167
APRIL 1, 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: Joaquin Miller Elementary School Site Improvements Project

I, MARISSA M. ZAMORA, declare that I am the PRESIDENT/CEO
[insert title] of TUDM INNOVATIVE ENGINEERING, the entity making and submitting the bid for
the above Project that accompanies this Declaration, and that such bid includes sufficient
funds to permit TUDM INNOVATIVE ENGINEERING [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 TUDM INNOVATIVE ENGINEERING [insert name of entity] will comply with
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on APRIL 21 2025, at OAKLAND [city],
CA [state].

Date: 4/21/25


Signature

Print Name: MARISSA M. ZAMORA
Print Title: PRESIDENT/CEO

**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.

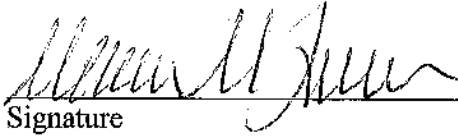
2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable.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

{SR798850} 1

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

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

Dated: 4/21/25


Signature

Name: MARISSA M. ZAMORA


Title: PRESIDENT / CEO

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> TULUM INNOVATIVE ENGINEERING DBA TULUM SYSTEMS		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> NAZISSA M. ZAMORA		
<i>Date Executed</i> 4/21/2025	<i>Executed in</i> OAKLAND, CA	

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>	

Printed Name and Title of Person Signing

Date Executed

OAKLAND UNIFIED SCHOOL DISTRICT
JOAQUIN MILLER ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24167
APRIL 1, 2025

IRAN CONTRACTING
DOCUMENT 00 40 04

{SR798838}

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: **Joaquin Miller Elementary School Site Improvements**
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.

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

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

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

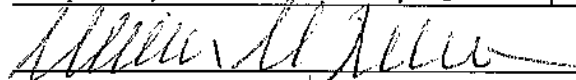
Date:

4/21/2025

Proper Name of Bidder:

TULUM INNOVATIVE ENGINEERING DBA TULUM SYSTEMS

Signature:



Print Name:

MARISSA M. ZAMORA

Title:

PRESIDENT / CEO

END OF DOCUMENT

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.

<u>TULUM INNOVATIVE ENGINEERING DBA TULUM SYSTEMS</u>			<u>MARISSA M. ZAMORA</u>	
Company Name			Signature of Authorized Representative	
<u>3101 HYDE ST, OAKLAND, CA 94601</u>			<u>MARISSA M. ZAMORA</u>	
Address			Type or Print Name	
<u>(510)</u>	<u>680-2763</u>	<u>4/2/2025</u>	<u>MariSSa M Zamora</u>	
Area Code	Phone	Date	Type or Print Name	

END OF DOCUMENT

QUESTIONNAIRE REGARDING
QUALIFICATIONS AND EXPERIENCE
DOCUMENT 00 21 00

****This form is not subject to the prequalification requirement. It is used solely to gather information to confirm that the contractor is a responsive bidder.**

The Joaquin Miller Elementary School Site Improvements Project Contract for the
Oakland Unified School District ("Owner")

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

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

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. *N/A*
- 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. *N/A*

OAKLAND UNIFIED SCHOOL DISTRICT
JOAQUIN MILLER ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 24167
APRIL 1, 2025

QUESTIONNAIRE REGARDING
QUALIFICATIONS AND EXPERIENCE
DOCUMENT 00 21 00

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

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. N/A

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

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

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. N/A

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. N/A

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: N/A

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

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

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: N/A

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

b. A copy of each CWPA and DCP. N/A

c. Reasons for the issuance of each CWPA and DCP. N/A

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: N/A

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

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. N/A

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. N/A

Completed Projects:

- **Owner:** Oakland Unified School District
 - **Contact Persons at the Owner:** Pamila Henderson
 - **Design Professional:** N/A
 - **Construction Manager:** Pamila Henderson
 - **Project Name:** 1000 Broadway Demolition
 - **Delivery Method:** Bid
 - **Date of Award of the Contract:** 7/26/19
 - **Original Scope of Work:** Building Demolition
 - **Original Contract Amount:** \$460,000.00
 - **Original Contract Time for Performance:** 120 days
 - **Claims:** N/A
 - **Lawsuits:** N/A
 - **Arbitration:** N/A
 - **Amounts withheld:** N/A
 - **Settlements:** N/A
 - **CWPA and DCP:** N/A
-
- **Owner:** Oakland Unified School District
 - **Contact Persons at the Owner:** Pamela Henderson
 - **Design Professional:** N/A
 - **Construction Manager:** Pamila Henderson
 - **Project Name:** Central Office Move
 - **Delivery Method:** Bid
 - **Date of Award of the Contract:** 9/8/23
 - **Original Scope of Work:** Building Demolition
 - **Original Contract Amount:** \$151,880.00
 - **Original Contract Time for Performance:** 90 days
 - **Claims:** N/A
 - **Lawsuits:** N/A
 - **Arbitration:** N/A
 - **Amounts withheld:** N/A
 - **Settlements:** N/A
 - **CWPA and DCP:** N/A

- **Owner:** Oakland Unified School District
- **Contact Persons at the Owner:** Superintendent's Office
- **Design Professional:** N/A
- **Construction Manager:** Dexter
- **Project Name:** Professional Service Agreement
- **Delivery Method:** Bid
- **Date of Award of the Contract:** 9/13/22
- **Original Scope of Work:** Site maintenance and repairs
- **Original Contract Amount:** \$99,000.00
- **Original Contract Time for Performance:** 120 days
- **Claims:** N/A
- **Lawsuits:** N/A
- **Arbitration:** N/A
- **Amounts withheld:** N/A
- **Settlements:** N/A
- **CWPA and DCP:** N/A

- **Owner:** Oakland Unified School District
- **Contact Persons at the Owner:** JaQuan Cornish
- **Design Professional:** N/A
- **Construction Manager:** JaQuan Cornish
- **Project Name:** Oakland HS-CTE Upgrades
- **Delivery Method:** Bid
- **Date of Award of the Contract:** 4/17/24
- **Original Scope of Work:** New power reels at Oakland HS
- **Original Contract Amount:** \$59,688.00
- **Original Contract Time for Performance:** 60 days
- **Claims:** N/A
- **Lawsuits:** N/A
- **Arbitration:** N/A
- **Amounts withheld:** N/A
- **Settlements:** N/A
- **CWPA and DCP:** N/A

- **Owner:** Oakland Unified School District
- **Contact Persons at the Owner:** April Clements
- **Design Professional:** N/A
- **Construction Manager:** April Clements
- **Project Name:** Marquee power at MPA Primary, Laurel, Allendale, Sankofa, Global, and Hoover
- **Delivery Method:** Bid
- **Date of Award of the Contract:** 1/29/25
- **Original Scope of Work:** Site and power work for marquee signs
- **Original Contract Amount:** \$49,737.00
- **Original Contract Time for Performance:** 60 days
- **Claims:** N/A
- **Lawsuits:** N/A
- **Arbitration:** N/A
- **Amounts withheld:** N/A
- **Settlements:** N/A
- **CWPA and DCP:** N/A

- **Owner:** Oakland Unified School District
- **Contact Persons at the Owner:** Nick Kuvetakis
- **Design Professional:** N/A
- **Construction Manager:** Nick Kuvetakis
- **Project Name:** Cafeteria Building HVAC power on roof at MLK
- **Delivery Method:** Bid
- **Date of Award of the Contract:** 7/29/21
- **Original Scope of Work:** Roof and HVAC power in cafeteria building
- **Original Contract Amount:** \$35,880.00
- **Original Contract Time for Performance:** 60 days
- **Claims:** N/A
- **Lawsuits:** N/A
- **Arbitration:** N/A
- **Amounts withheld:** N/A
- **Settlements:** N/A
- **CWPA and DCP:** N/A

BID COVER SHEET
DOCUMENT 00 31 00

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

BIDS MUST BE SEALED AND SUBMITTED TO:

FRONT DESK
955 HIGH STREET
OAKLAND, CA 94601

THIS SHEET MUST BE ATTACHED TO THE FRONT OF YOUR BID ENVELOPE

Bid for: Joaquin Miller Elementary School Site Improvements

Project No.: 24167

Bidder:

TULUM INNOVATIVE ENGINEERING DBA TULUM SYSTEMS
Please print full (Company Name, Address)

(510) 689-2783

Please provide both: (Phone, Fax)

Email address: MMZAMORA@TULUMINNOVATING.COM

Bids are due: April 21, 2025, at 2:00 p.m.

(Bid will not be considered if submitted after this date and time)

TIME STAMP HERE:

RECEIVED BY:

15MAY'25AM8:53

PERFORMANCE BOND
DOCUMENT 00 61 00

FACILITIES MGMT

Bond Number: 2365558

Premium: \$9,486.00
Premium based on final contract price is subject to audit

KNOW ALL MEN BY THESE PRESENTS that we, Tulum Innovative Engineering, Inc, as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, 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 Five hundred ninety-eight thousand, six hundred thirty-four Dollars (\$ 598,634.00) 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 5, 2025,** for construction of

the Joaquin Miller Elementary School Site Improvement Project at 5525 Ascot Drive, Oakland, CA 94611, (the "Contract"), Scope of work includes: The contractor will demolish existing play structures, safety surfacing, basketball hoop poles, enhance the garden space, and prep surface to receive new nature area. Safety surfacing tiles and drainage systems will be installed for a new play structures. Furnishing and installation of new play structure is by others. Additional work includes installing privacy screens, preparing walls for murals, tree planting with irrigation and drainage, and upgrades to the nature area with a decomposed granite pathway. Work will follow strict safety standards and coordination with OUSD. See further details in the specifications.

A complete, detailed description of the Scope can be found at the back of the specifications.

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

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

{SR798942} I

OAKLAND UNIFIED SCHOOL DISTRICT
JOAQUIN MILLER ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO.:24167

PERFORMANCE BOND
DOCUMENT 00 61 00

change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 13th day of May, 2025, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

Tulum Innovative Engineering, Inc.

x [Signature]
(Corporate Principal)

(Affix Corporate Seal)

3101 Hyde Street, Oakland, CA 94601

(Business Address)

(Affix Corporate Seal)

Swiss Re Corporate Solutions America Insurance Corporation

(Corporate Surety)

1200 Main St., Suite 800, Kansas City, MO 64105

(Business Address)

By: [Signature]
Cyndi Beilman, Attorney in fact

{SR798942}2

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

\$100,000 x \$25.00
\$400,000 x \$15.00
\$98,634 x \$10.00

The total amount of premium charged is \$9,486.00.

The above must be filled in by Corporate Surety.

{SR798942}3

OAKLAND UNIFIED SCHOOL DISTRICT
JOAQUIN MILLER ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO.:24167

PERFORMANCE BOND
DOCUMENT 00 61 00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

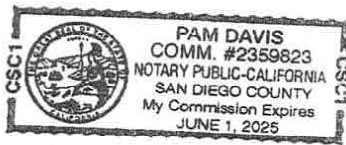
STATE OF CALIFORNIA

County of San Diego }

On May 13, 2025 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

SEE ATTACHED NOTARY

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CYNDI BEILMAN, REBECCA BRANNAN, AND JAMIE MAGNUSSEN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 24TH day of FEBRUARY, 20 24

State of Illinois
County of Cook



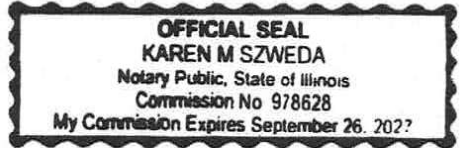
Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 24TH day of FEBRUARY, 20 24, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szweda
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of May, 20 25.



Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

On 05/14/2025 before me, Joi Rucker, Notary Public
(insert name and title of the officer)

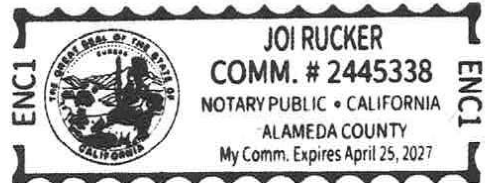
personally appeared Marissa Zamora,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joi R

(Seal)



PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 2365558

Premium: Included in performance bond
Premium based on final contract
price is subject to audit

KNOW ALL MEN BY THESE PRESENTS:

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

the Joaquin Miller Elementary School Site Improvement Project at 5525 Ascot Drive, Oakland, CA 94611 (the "Contract"), Scope of work includes: The contractor will demolish existing play structures, safety surfacing, basketball hoop poles, enhance the garden space, and prep surface to receive new nature area. Safety surfacing tiles and drainage systems will be installed for a new play structures. Furnishing and installation of new play structure is by others. Additional work includes installing privacy screens, preparing walls for murals, tree planting with irrigation and drainage, and upgrades to the nature area with a decomposed granite pathway. Work will follow strict safety standards and coordination with OUSD. See further details in the specifications.

which said agreement dated **June 5, 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 Swiss Re Corporate Solutions America Insurance Corporation ("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 Five hundred ninety-eight thousand, six hundred thirty-four Dollars (\$ 598,634.00) 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

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 13th day of May, 2025.

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

Tulum Innovative Engineering, Inc.

Principal



Swiss Re Corporate Solutions America Insurance Corporation

Surety

By: 

Attorney-in-Fact

Cyndi Beilman, Attorney in fact

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

{SR798938}2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

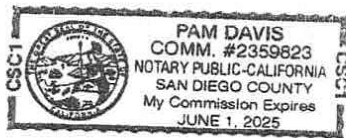
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On May 13, 2025 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Pam Davis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

SEE ATTACHED NOTARY

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CYNDI BEILMAN, REBECCA BRANNAN, AND JAMIE MAGNUSSEN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By [Signature]
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 24TH day of FEBRUARY, 20 24

State of Illinois
County of Cook

SS

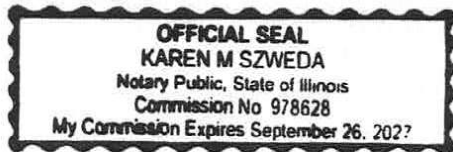
Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 24TH day of FEBRUARY, 20 24, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

[Signature]
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of May, 20 25



[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

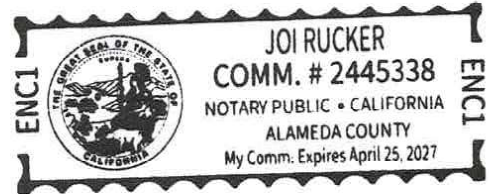
On 05/14/2025 before me, Joi Rucker, Notary Public
(insert name and title of the officer)

personally appeared Marissa Zamora
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joi R (Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Blvd. Suite 100 Glendale CA 91203 License#: 0D69293	CONTACT NAME: Jennifer Balek PHONE (A/C. No. Ext): 805-367-3337 E-MAIL ADDRESS: Jennifer_Balek@ajg.com	FAX (A/C. No): 805-494-0781													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Westchester Surplus Lines Insurance Company</td> <td>10172</td> </tr> <tr> <td>INSURER B : James River Insurance Company</td> <td>12203</td> </tr> <tr> <td>INSURER C : California Automobile Insurance Company</td> <td>38342</td> </tr> <tr> <td>INSURER D : Benchmark Insurance Company</td> <td>41394</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westchester Surplus Lines Insurance Company	10172	INSURER B : James River Insurance Company	12203	INSURER C : California Automobile Insurance Company	38342	INSURER D : Benchmark Insurance Company	41394	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Westchester Surplus Lines Insurance Company	10172														
INSURER B : James River Insurance Company	12203														
INSURER C : California Automobile Insurance Company	38342														
INSURER D : Benchmark Insurance Company	41394														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 448926505

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	00138006-2	12/9/2024	12/9/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA040000084330	10/7/2024	10/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			00138049-2	12/9/2024	12/9/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	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		99 WC-00003207-00	10/7/2024	10/7/2025	<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
A	Pollution-Claims Made			G2830383A005	4/20/2025	4/20/2026	Limit/Agg Aggregate Deductible \$1,000,000 \$1,000,000 \$5,000

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

RE: The Jefferson Child Development Center Site Improvements Project, located at 1975 40th Avenue, Oakland, CA 94601. Oakland Unified School District in Alameda County, Owner, its governing board, officers, agents, trustee, employees, and any other person or entity are included as additional insured on General Liability policies. Insurance is primary not contributing. Waiver of subrogation applies in favor of additional insureds to General Liability, and Workers Compensation.

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.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Joaquin Miller Elementary School Site Improvements	Site	913
---------------------	--	-------------	-----

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	Tulum Innovative Engineering, Inc.	Agency's Contact	Marissa Zamora		
OUSD Vendor ID #	004387	Title	Project Manager		
Street Address	3101 Hyde Street	City	Oakland	State	CA Zip 94601
Telephone	510-355-8159	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 #	24167				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-12-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-30-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$598,634.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

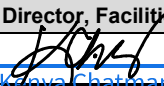
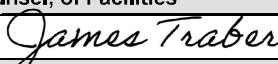
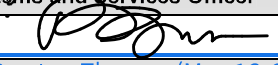
Budget Information

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
2600/0007	Fund 1 ELOP	010-2600-0-9000-8500-6274-913-9220-0092-9999-24167	6274	\$598,634.00

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.	Executive Director, Facilities				
	Signature 	Date Approved	05/16/2025		
	<small>Kenya Chatman (May 16, 2025 12:34 PDT)</small>				
2.	OUSD Counsel, of Facilities				
	Signature 	Date Approved	05/15/2025		
3.	Chief Systems and Services Officer				
	Signature 	Date Approved	05/16/2025		
	<small>Preston Thomas (May 16, 2025 12:38 PDT)</small>				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			