Board Office Use: **Legislative File Info.**	
File ID Number	26-1447
Introduction Date	06-24-2026
Enactment Number	
Enactment Date	

Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Jessica Cannon, Executive Director, Early Education Learning

Board Meeting Date June 24, 2026

Subject Change Order No. 2, Agreement between Owner and Contractor – Nicholas Guiterrez doing business as N G Builder Company – Harriet Tubman Child Development Center Play Yard Site Improvement Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Change Order No. 2, Agreement Between Owner and Contractor by and between the **District** and **Nicholas Guiterrez doing business as N G Builder Company,** Santa Clara, CA, for the latter to provide additional construction services which consist of rephasing the phase 1 to prep work for the new play structure, and PIP play matting, as identified in the PCO No. 1, for the **Harriet Tubman Child Development Center Play Yard Site Improvement Project,** in the not to exceed amount of $34,075.59, increasing the contract price from $259,702.00 to $293,777.59. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Change Order is for installation concrete work, which includes PCO 2 to cover in details the outline of additional construction to be performed.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Change Order No. 2, Agreement Between Owner and Contractor by and between the **District** and **Nicholas Guiterrez doing business as N G Builder Company,** Santa Clara, CA, for the latter to provide additional construction services which consist of rephasing the phase 1 to prep work for the new play structure, and PIP play matting, as identified in the PCO No. 1, for the **Harriet Tubman Child Development Center Play Yard Site Improvement Project,** in the not to exceed amount of $34,075.59, increasing the contract price from $259,702.00 to $293,777.59. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact OCI Oakland Children Initiative

Attachments

- Change Order No. 2 and Other Documents
- Routing Form
- File ID: 26-1200 & 25-2676

CHANGE ORDER

Owner:	Oakland Unified School District
Project:	Harriet Tubman CDC Play Yard Site Improvement
School:	Harriet Tubman CDC
Contractor:	NG Builders Company
Change Order No.:	2
Date:	**May 21, 2026**
DSA File No.:	**N/A**
DSA Application No.:	**N/A**
OUSD Project #:	25092
Project Manager:	April Clement

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): Per original scope of work, the contractor was set to complete the entire project scope all at once, with full access to the whole school yard. However, due to state licensing requirements for the ECE program, we later found out that the work had to be phased to allow students access to the school yard. The contractor had to adjust to completing Phase 1 first, which included the nature space and garden area, asphalt removal, planting trees, and then Phase 2, which included the prep work for the new play structure, new play structure installation PIP play matting. This change required additional manpower and extended equipment rentals time. For phase 1, the contractor had to bring in materials early in the day and remove materials after hours. This also involved overtime work and weekend shifts. This work is tracked under contractor proposal PCO#2.The total amount for this change order is $37,694.57 of which we will use the allowance to cover under AED #3 for $3,618.98 and the remaining $34,075.59 to be funded through CO 2.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: $34,075.59

Director Initials _____

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	$259,702
Prior Change Orders:	+ $0
Total Contract Price Prior to this Change Order	= $259,702
This Change Order's Adjustment:	+ $34,075.59
Adjusted Contract Price (include all special and contingency allowances):	= $293,777.59

Current Change Order's Percentage of Original Contract Price:	13.12%
Total Change Orders' Percentage of Original Contract Price:	13.12%

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.

[NOTE TO OWNER: Use one of the two following "Summary of Adjustments to Time for Completion" tables depending on whether the contract requires completion (a) within a specified number of days, or (b) by a specific date.]

OR

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	05/02/2026	
Time extensions granted in prior change orders:	+ 59	Calendar Days
Time extension granted in this change order:	+ 0	Calendar Days
Adjusted contract completion deadline:	= 06/30/2026	

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.

Approved: **Architect of Record** **Print Name:** N/A **Signature:** N/A **Date:** **N/A**	**Approved and Agreed:** **General Contractor** **Print Name:** Nicholas Contreras **Signature:** **Date:** 5/27/26	**Approved and Agreed:** **Chief of Systems & Services Officer** **Date:** 5/27/2026
Approved as to Form: James Traber **OUSD Facilities Counsel** **Date:** 5/28/2026		

319-661/7106499.1

CHANGE ORDER REQUEST (Proposed Change Order)

No. 2

[The District may elect to pay a requested expenditure with a Board-approved change order, or with an approved allowance expenditure. However, any request for a time extension must be included in a Board-approved change order – an approved allowance expenditure cannot include a time extension.]

PROJECT: Harriet Tubman Play Yard Site Improvement Project
Harriet Tubman CDC

DATE: MAY 21, 2026

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: **NG BUILDERS**
3100 Dutton Ave. Ste#223
Santa Rosa, Ca. 94507

DSA FILE NO.: N/A
DSA APP NO.: **N/A**
OUSD PROJECT #: **25092**

PROJECT MANAGER: April Clement

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): Per original scope of work, the contractor was set to complete the entire project scope all at once, with full access to the whole school yard. However, due to state licensing requirements for the ECE program, we later found out that the work had to be phased to allow students access to the school yard. The contractor had to adjust to completing Phase 1 first, which included the nature space and garden area, asphalt removal, planting trees, and then Phase 2, which included the prep work for the new play structure, new play structure installation PIP play matting. This change required additional manpower and extended equipment rentals time. For phase 1, the contractor had to bring in materials early in the day and remove materials after hours. This also involved overtime work and weekend shifts. This work is tracked under contractor proposal PCO#2.The total amount for this change is $37,694.57 of which the allowance to cover in AED #3 for $3,618.98 and remaining $34,075.59 to be funded through a change order

2._____

_____

_____

OTHER PROPOSED CHANGES TO THE CONTRACT:

_____

_____

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $34,075.59
- If Contractor requests payment from an allowance, please indicate which allowance: $3,618.98

PROPOSED ADJUSTMENT TO CONTRACT TIME: ___N/A___ calendar days

REASON FOR REQUEST (check one or more):
____ Unforeseen Conditions
____ Direction by Government Agency
__X__ Owner Requested

____ Design Omission
____ Design Error
____ Other: _____

****

CERTIFICATION

I, Nicholas Gutierrez, declare the following:

NG Builders *[Contractor company name]* has contracted with Oakland Unified SChool District *[public entity name]* for the Harriet Tubman CDC Play Yard Site Improvement Project Contract ("Contract"). NG Builders *[Contractor company name]* authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for Oakland Unified School District *[public entity name]* regarding this Contract (such COR or AER being dated February 16, 2026 , and entitled Change Order 1, and requesting $34,075.59 and/or _ additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at NG Builders *[Contractor company name]* regarding this COR or AER.

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

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

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

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed May 21, 2026, at California. Santa Rosa

_____ *[signature]*
Nicholas Gutierrez *[name of declarant]*

319-661/7106498.1

approved

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OAKLAND UNIFIED SCHOOL DISTRICT
HARRIET TUBMAN CDC PLAY YARD SITE IMPROVEMENTS
PROJ # 25092
PCO#001 TWO SEPARATE CONSTRUCTION PHASES

To: A. CLEMENT/PM
From: Emil Vinuya, PE/Chief Cost Estimator
Date: 19-May-26

General Comments:

1 GENERAL CONTRACTOR: NGBUILDERS

Manhours submitted appears reasonable based on the Scope of Work provided/Phasing.

Equipment rentals appear reasonable based on the Invoices/quotes provided.

Hourly labor rates used used by GC are within District approved rates.

2 GENERAL CONTRACTOR's COST PROPOSALS	**$ 37,694.57**
ESTIMATED CONSTRUCTION COST FOR PCO#001	**$ 37,694.57**

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** — **Project Number:** 25092
HARRIET TUBMAN CDC PLAY YARD SITE IMPROVEMENTS — **Date:** 19-May-26
Oakland, CA

Decription : **PCO#001**
TWO SEPARATE CONSTRUCTION PHASES

Reference Drawing: **Cost Proposal dated 03/24/2026**
GEN CONTRACTOR: **NG BUILDERS**

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ 26,751.16	$ -	$ 5,559.50		$ 32,310.66
4					
5					
6					
7					
8					
9	$ 26,751.16	+ $ -	+ $ 5,559.50		= $ 32,310.66
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:**	**$ 32,310.66**
16					
17		General Contractor OH, B&IP, &P:	15.00% * Total Cost		$ 4,846.60
18		*(Overhead, Bond & Insurance Premiums & Profit)			
19					
20				**Subtotal - Line 13 thru 19:**	**$ 37,157.26**
21					
22				**Subcontractor's Cost - None**	**$ -**
23				**TOTAL - Subcontractor's Cost**	**$ -**
24					
25		General Contractor OH&P on Sub Cost:	5.00% *		$ -
26				**SUBTOTAL**	**$ 37,157.26**
27		Misc Expenses: Travel, Lodging, Food, Rental, etc.....			
28		Subcontractor Bond & ins.:		1.50%	$ 537.32
29				**SUBTOTAL**	**$ 37,694.57**
30					
31				**TOTAL PROBABLE CONSTRUCTION COST - NGBUILDERS**	**$ 37,694.57**

Detailed Estimate

Skip to Estimate

HARRIET TUBMAN CDC PLAY YARD SITE IMPROVEMENTS

Date: #REF!

No.	PCO#001	No. of Units	Per	M.H. Per Unit	LABOR COST M. H. Total	LABOR COST Cost Per M. H.	LABOR COST Total Cost	MATERIAL COST Unit Cost	MATERIAL COST Total Cost	EQUIPMENT COST Unit Cost	EQUIPMENT COST Total Cost
GEN. CONTRACTOR		**NGBUILDERS**									
Project Description:		TWO SEPARATE CONSTRUCTION PHASES									
1	**SCOPE OF WORK:**										
2	Improvement into 2 separate construction phases										
3											
4	**MATERIALS:**										
5	Not Used	0.00		0.00	0.00			$ -	$ -		
6											
7	**LABOR:**										
8	Equipment Operator/JM	1.00	EA	112.00	112.00	$ 87.47	$ 9,796.64				
9	Laborer/JM	2.00	EA	121.00	242.00	$ 70.06	$ 16,954.52				
10											
11											
12											
13											
14	**EQUIPMENT:**										
15	Excavator 7500lb Mini with Cab + 24" Bucket, Sunbelt Rental from 4/24/2026-5/15/2026	1.00	EA	0.00	0.00					$ 4,468.47	$ 4,468.47
16	Temporary Fencing, per Invoice provided	1.00	LS	0.00	0.00					$ 1,091.03	$ 1,091.03
17											
18											
19											
20											
21											
22											
23											
24											
25											
26	**SHEET TOTALS**				**354.00**	**$ 75.57**	**$26,751.16**		**$ -**		**$ 5,559.50**

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Next Generation Of Builders

Project: Harriet Tubman Child Development Center Play Yard Site Improvement Bid No. 25092
Project Location: 800 33rd Street, Oakland, CA
Project Owner: Oakland Unified School District
PCO Number: 1
Date Submitted: 3/24/2026

Scope of Work: This proposal outlines the cost and schedule impacts associated with dividing the Playground Improvement Project into two separate construction phases, whereas the original contract documents anticipated completion in a single continuous phase.

A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags,etc., for force account work) $ 0.00

B. Labor $ 26,751.16

Laborer- 122 hours at 70.06 = 8,547.32 (additional laborer for dust management)
Laborer- 60 hours at 70.06 = 4,203.60 (additional time for lean up everyday)
(2) Laborers - 60 hours at 70.06 = 4,203.60 (additional demobilization and remobilization)
Operator - 112 hours at 87.47 = 9,796.64 (additional time on site due to phasing)

C. Equipment/tools (attach any invoices) $ 5,559.50
Extension of Temp fencing- 1,091.03
Time extension for excavator- 4,468.47

D. Subtotal $ 32,310.66

E. Add overhead and profit, not to exceed ten percent (15%) of item D. $ 4,846.59

F. Subtotal $ 37,157.25

G. Bonds and insurance, not to exceed one and a half percent (1.5%) of Item H. $ 537.32

H. TOTAL $ 37,694.57

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I. TIME in calendar days (zero unless indicated; "TBD" not permitted) 20 days

Skip to content

Next Generation Builders

Proposal and Acceptance
CSLB LIC #1078311

3100 Dutton Avenue
Santa Rosa, CA 95407
Suite 223

Proposal Created For:			Job Name:	
Oakland Unified School District			Harriet ES	
Address			Job Address:	
800 33rd St			800 33rd St	
City, State, Zip			City, State, Zip	
Oakland, CA 94608			Oakland, CA 94608	
	Fax:	Date	Architect	Date:

SCOPE OF WORK

Scope of Work:

PURPOSE OF PROPOSAL

This proposal outlines the cost and schedule impacts associated with dividing the Playground Improvement Project into two separate construction phases, whereas the original contract documents anticipated completion in a single continuous phase.

The requested phasing requires demobilization and remobilization of all trades, temporary facility adjustments, and duplication of site protection and safety measures.

ADDITIONAL WORK REQUIRED DUE TO PHASING

A. General Contractor – N G Builder Company

- Demobilization at end of Phase 1
- Remobilization for Phase 2
- Project management extension
- Superintendent oversight for extended duration
- Temporary protection between phases
- Schedule resequencing and coordination
- Additional insurance and site safety compliance
- Equipment rentals
- Material procurement phasing
- Haul in/outs after 4 PM and weekends (includes overtime and weekends to haul out)

- Have a laborer onsite every day to water the area and help clean up the job site daily.

B. Temporary Fencing

- Initial installation
- Removal after Phase 1
- Reinstallation for Phase 2
- Final removal at completion

C. Temporary Facilities

- Relocation between phases
- Extended rental duration
- Second mobilization and servicing adjustments

4. SCHEDULE IMPACT

Dividing the project into two phases will result in:

- Extended project duration
- Additional coordination time
- Potential weather exposure between phases
- Increase in overall project timeline by approximately _20_ working days

A revised construction schedule will be provided upon approval.

General Conditions

1. ***A Lead Craftsman will always be on site.***
2. ***A Superintendent, Project Manager, and owner will be available to contact at any time.***
3. ***Submittal log and submittals will be provided unless finishes provided by the owner.***
4. ***Construction schedule of project for completion date***
5. ***Geotechnical engineering (Soil and Concrete Testing) and Special Inspections. Not Included***
6. ***Temporary electrical and water must be provided by the existing house.***
7. ***A complete punch list will be provided at substantial completion.***
8. ***Workers Comp. and General Liability Policy will be provided for this project with the proper listed insured location and owner.***

Cost: $ 37,694.57

Skip to content

Pursuant to California law, the following applies:

"ANY PERSON WHO KNOWINGLY CONTRACTS WITH AN UNLICENSED CONTRACTOR MAY BE LIABLE FOR DAMAGES AND SUBJECT TO PENALTIES." MECHANICS LIEN WARNING: "Any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property—but is not paid—may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made agai your property and could be enforced by a court sale of your property. You may wish to protect yourself against this by:
(1) requiring your contractor to supply a signed release from any person or company supplying materials or labor for your job; and
(2) not making final payment until you are satisfied the job is completed and no liens will be filed."**

Lien Waivers

Preliminary Lien Release: Upon receipt of the initial payment, a signed preliminary notice will be issued in compliance with California Civil Code §§ 8100–8494.Progress/Conditional Lien Waivers: Conditional lien waivers will be provided with each progress payment received.

A non-refundable 10% Deposit or $1,000.00 whichever is less, due upon signing proposal. A 50% material progress payment is due upon material delivery OR on the first day of job. BALANCE IS DUE UPON COMPLETION. Any payment not received within 30 days after completion of work will be charged a 10% late fee every 30 days it is unpaid. Change orders paid for when complete.

Exclusions: Any work not listed above in scope of work. Permit cost and fees. Dry rot or unforeseen conditions.
Structural Drawings. Custom Fabrications or modifications. Any new additional backing needed for any additional modifications. Any electrical Plumbing, mechanical work.
Inclusions: Work listed in scope of work. Construction materials.

Unless otherwise stated this proposal excludes the following:
, moving of furniture (computers, file cabinets, telephone systems)
cleaning, waxing or protection of new flooring, moisture emissions testing, asbestos testing, abatement, and excessive floor preparation.
Unless otherwise stated, this proposal is limited to normal daytime working hours.

1. All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices.

California's Home Solicitation Sales Act – allows the buyer in almost any consumer transaction. involving $25 or more, which takes place in the buyer's home or away from the seller's place of business, to cancel the transaction within three business days after signing the contract.

Client Signature: _____ Signed by: _____ Date:

WILLSCOT

Skip to content

Your Sales Representative
Gloria Barreto
(323) 287-9942
gloria.barreto@willscot.com

Agreement Number: Q-2179890
Revision: 2
Date:
Expiration Date:

Master Lease Agreement and Order

Lessee:	**Contact:**	**Ship To Address:**
NG Builders, LLC 1015 Stanislaus Way SANTA ROSA, CA 95401	Alex Esparza 015 Stanislaus Way SANTA ROSA, CA 95401, US Phone: (707) 940-9571 Email: alexandra@ngbuilders.llc	Oakland, CA 94609, US **Estimated Delivery Date**

Rental Pricing Per Billing Cycle	**Linear Feet**	**Quantity**	**Price**	**Extended**
6' Temporary Fence		1	$ 290.70	$ 290.70
Minimum Lease Billing Period: 3			Total Recurring Building Charges:	$ 290.70
Billing Cycle : 28 days			Subtotal of Other Recurring Charges:	$ 0.00
			Total Recurring Charges Per Billing Cycle:	$ 290.70
			Total Recurring Charges Per Billing Cycle Including Estimated Taxes:	$ 320.50

Estimated Delivery And Installation			
Sandbags		$ 2.75	$ 187.00
Green Windscreen - 6'		$ 2.00	$ 816.00
Delivery			$ 351.00
Setup			$ 195.84
Knockdown - estimated			$ 195.84
Return - estimated			$ 351.00
		Total Delivery and Installation Charges:	$ 2,096.68
		Total Delivery and Installation Charges Including Estimated Taxes:	$ 2,311.59

Estimated Final Return Charges*	
Due On Final Invoice*:	$ 0.00
Due On Final Invoice Including Estimated Taxes*:	$ 0.00
Total Including Recurring Billing Charges, Delivery, Installation and Return:**	$ 2,968.78
Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes:**	$ 3,273.09

Summary of Charges

Model: 6' Temporary Fence	Quantity: 1	Total Charges for (1) Building(s): $ 2,968.78
		Total Charges for (1) Building(s) Including Estimated Tax: $ 3,273.09

Your Sales Representative
Gloria Barreto
(323) 287-9942
gloria.barreto@willscot.com

Agreement Number: Q-2179890
Revision: 2
Date:
Expiration Date:

Fencing Equipment Lease Terms & Conditions

1. This Lease Agreement shall apply to any Order between Williams Scotsman, Inc. and/or any affiliate ("Lessor") and NG Builders, LLC ("Lessee") for any Fencing Equipment as defined below ("Agreement"). This Agreement and any Order governs Lessee's use of Lessor's Fencing Equipment. By (1) signing this Agreement, (2) executing an Order that references this Agreement, (3) taking delivery of the Fencing Equipment, or (4) other commercially acceptable methods of acceptance, Lessee agrees to the terms of this Agreement.

2. Definitions

a. "Delivery Date" shall be defined as the date the Fencing Equipment was physically delivered. Within 48 hours of delivery, Lessee shall inspect the Fencing Equipment and notify Lessor in writing of any defects. Lessee must contact Lessor to relocate any Fencing Equipment and obtain Lessor's written consent prior to doing so. Lessee shall pay Lessor's relocation rates if the Fencing Equipment is moved without Lessor's written consent. Lessee acknowledges that delivery of Fencing Equipment may be in parts and not all at once.

b. "Fencing Equipment" means fencing products leased from Lessor, which include ancillary products and essentials, and any additional products or services available for Lease from Lessor at the time of an Order.

c. "Lease" is defined as any Order for the Lease of Fencing Equipment by Lessee from Lessor.

d. "Lease Term" shall be defined as the Minimum Lease Term as set forth in the Quote.

e. "Lessee" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and affiliates of that company or entity (for so long as they remain affiliates), which have entered into an Order.

f. "Order" means a WillScot document or online Order forming an individual Lease, specifying the Fencing Equipment to be provided hereunder that is entered into between Lessee and Lessor or any of their affiliates, including any addenda and supplements thereto. By entering into an Order hereunder, the Lessee or its affiliate agree to be bound by the terms of this Agreement as if it were an original party hereto.

3. Lessee is responsible for all site conditions, use permits, and applicable Fees, and maintains sole responsibility for site selection, a firm and unobstructed space prepared prior to Fencing Equipment Delivery. Customer acknowledges that should the Fencing Equipment require a driven post, Customer shall have the sole responsibility to mark the fence line to have an underground utility locate completed and shall notify Company upon completion and name Company on the paperwork. Damaged or missing Fencing Equipment shall be billed per linear foot and/or item. Customer shall be responsible for charges if damaged Fencing Equipment requires removal and reinstallation.

4. Lessee is responsible to inspect and maintain the Fencing Equipment in good condition and return the Fencing Equipment in substantially similar condition as at the time of installation, normal wear and tear accepted. Lessee shall use the Fencing Equipment in accordance with and be responsible for all maintenance as set forth in the https://www.willscot.com/en/resources/documents and/or any instructions contained in or on the Fencing Equipment. Any repairs will be subject to additional trip, labor and parts charges, unless the repairs are due to Lessor's negligence. Customer shall keep the fence line free of vegetation and snow. Customer shall clear all vegetation, growth or snow prior to delivery and removal.

5. Lessee shall maintain commercially reasonable insurance limits covering the Fencing Equipment's replacement cost.

6. Lessee shall provide no less than 7 days' prior notice to schedule a pick-up date for the Fencing Equipment. Lessor shall not prorate any fraction of a Billing Cycle.

7. Lessee shall not move the Fencing Equipment or reconfigure the Fencing Equipment. Upon return, Lessee agrees to pay for all reasonable charges for cleaning, repair, and any damage beyond ordinary wear and tear.

8. LESSOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND LESSEE AGREES THAT IT HAS SOLELY DETERMINED THAT THE FENCING EQUIPMENT ARE SUITABLE FOR LESSEE'S INTENDED USE. LESSEE LEASES THE FENCING EQUIPMENT "AS IS, WITH ALL FAULTS."

9. Each Party agrees to defend, indemnify, and hold the other harmless for any third-party claim arising from the alleged conduct of the other Party under this Agreement. Neither Party shall be liable to the other Party for any special, punitive, exemplary, indirect or consequential damages, losses or damages for lost revenues or profits whether foreseeable or not, arising out of, or in connection with this Agreement.

10. This Agreement shall supersede and replace all prior documents and agreements between the Parties.

11. Lessee shall be solely liable for any and all applicable sales and use, lease or rental, excise, gross receipts, transaction privilege, value-added, goods and services, or similar transactional tax, levy duty or assessment imposed by a taxing authority ("Taxes"). Lessee shall pay or shall reimburse Lessor for any Taxes related to the Fencing Equipment.

12. Lessee's failure to make timely payments, filing of bankruptcy, abandonment of the Fencing Equipment or other failure to comply with this Agreement is a default, allowing Lessor to immediately terminate this Agreement, at which time Lessor has the right to pick-up and remove the Fencing Equipment upon reasonable notice or as required by law.

13. Lessee shall be solely liable for any and all applicable pass-through charges for costs associated with the Fencing Equipment including, but not limited to, ad valorem, real property, and ownership tax/personal property taxes, and any other expenses and/or third-party Fees associated with the Fencing Equipment ("Fees").

14. Except as otherwise stated herein, Lessor may amend the terms and conditions of this Agreement, and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed accepted. Lessee may not amend or assign this Agreement unless agreed to in writing by Lessor. Lessee may not sublet the Fencing Equipment subject to this Agreement unless agreed to in writing by Lessor.

15. Lessee acknowledges this is a Lease, and that ownership and title of any Fencing Equipment remains with Lessor, and Lessee has no right to ownership or to transfer or sell the Fencing Equipment.

16. In the event of any dispute over this Agreement, the Parties agree to waive a trial by jury and that venue shall be in the County or Parish where the Fencing Equipment was originally delivered.

17. To the extent permitted by applicable law, Lessee irrevocably and unconditionally authorizes Lessor to charge all amounts due under this Agreement to any credit card provided by Lessee.

18. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil disturbance, government regulations, natural

disasters, strikes, lockouts, or other labor disputes, federal, state or provincial state of emergency or similar declaration, or any other cause beyond the reasonable control of the affected party.

19. Customer acknowledges that partial Fencing Equipment pick-ups and/or replacement will incur additional charges quoted at the time of that request. Replacement may require a new quote.

20. Customer shall, at the time of requesting any quote from Company, provide notice to Company if the requested quote requires prevailing wages or union labor. The failure to do so may result in an updated quote with a price increase. At the time of requesting any quote from Company, Customer shall provide Company any project-specific worker training or screening requirements.

21. If Customer has elected not to rent the optional fence bracing, Customer understands that Fencing Equipment replacement or repair for any reason will require additional charges.

Your Sales Representative
Gloria Barreto
(323) 287-9942
gloria.barreto@willscot.com

Agreement Number: Q-2179890
Revision: 2
Date:
Expiration Date:

Billing & Payment Terms

1. Lessor reserves the right to request Payment in advance of the Delivery Date, and Lessee may be required to make payment in advance to secure its performance of this Lease. Advance payments may include initial, final and/or recurring charges and will be applied to applicable invoices. Lessor reserves the right to charge an administrative fee for special billing requests.

2. Upon expiration of the Lease Term, this Lease will automatically roll over to and be billed on a Billing Cycle to Billing Cycle basis. Lessee must provide notice of their intent to terminate the Lease and request removal of the Fencing Equipment. Billing Cycle invoices will be generated on a 28-day Billing Cycle, in advance, with payment due no later than 10 days after invoice issuance.

3. AMOUNTS UNPAID WHEN DUE SHALL BE CHARGED INTEREST OF UP TO 1½% PER BILLING CYCLE OF THE UNPAID AMOUNT FOR THE PERIOD UNPAID, AND AN ADMINISTRATIVE CHARGE PER BILLING CYCLE THE INVOICE REMAINS UNPAID.

4. Initial Invoice Charges may include first and last Billing Cycle charges, delivery and installation charges, estimated charges for pick-up, teardown and Equipment removal, as well as any fuel surcharges. Final charges for pick-up, teardown and Equipment removal will be finalized at the time of pick-up based on existing site conditions, labor rates or other conditions. Upon the expiration of the Minimum Lease Term, the Lessor may make changes to the Lease rate, pick-up, teardown, removal, fuel surcharges and/or other charges.

5. The Initial Invoice will be issued on the earlier of the confirmation date or Delivery Date. In the event Lessee requests a delay to the delivery, as agreed to in the Confirmation, the Initial Invoice will be issued solely for the Fencing Equipment lease charges and a Storage Fee equal to 50% of the Lease, and all remaining Initial Invoice Charges will be invoiced on the Delivery Date.

6. ALL QUOTES FOR FENCING EQUIPMENT ARE BASED ON THE ESTIMATED REQUIRED LINEAR FEET. THE ACTUAL NUMBER OF LINEAR FEET WILL BE DETERMINED AT THE TIME OF INSTALLATION AND BILLED ACCORDINGLY.

Acceptance and Authority

Lessee represents and warrants they have the authority to agree to the terms and conditions stated in this Agreement by (1) signing this document, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable means methods and, by doing so, this Agreement shall become legally binding. Lessor will consider the Order rejected if changes have been made to the Order by Lessee.

Lessee: NG Builders, LLC	
Signature:	Date:
Print Name:	Title:
PO#:	

Use the Sunbelt Rentals App
Find, rent, and return equipment, right at your fingertips
DOWNLOAD APP

SUNBELT RENTALS

1

What are you looking for?

800 33rd Avenue, Oakland, California, USA
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Edit

Cart

Rentals



7,500 lb Mini Excavator with Cab and 24” Bucket **$3,510**

− 1 + Remove

3 accessories & add-ons available

Estimated subtotal: **$4,468.47**

Continue to checkout

Skip to content

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

FOR LANDSCAPE CONSTRUCTION PROJECTS

CRAFT: OPERATING ENGINEER#

Determination:
NC-63-3-75-2025-1

Issue Date:
August 22, 2025

Expiration date of determination:
June 30, 2026* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:
All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties

AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne Counties (Portions of counties falling in each area detailed in the Operating Engineer (Heavy and Highway Work) determination).

Wages and Employer Payments (Area 1):

Classification[a] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[b]	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1½ X)	Saturday Overtime Hourly Rate (1½ X)[c]	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group I	$55.85	$13.38	$10.85	$4.59	$1.38	$1.42	8	$87.47	$115.395	$115.395	$143.32
Group II	$52.25	$13.38	$10.85	$4.59	$1.38	$1.42	8	$83.87	$109.995	$109.995	$136.12
Group III	$47.64	$13.38	$10.85	$4.59	$1.38	$1.42	8	$79.26	$103.08	$103.08	$126.90
Group IV	$44.93	$13.38	$10.85	$4.59	$1.38	$1.42	8	$76.55	$99.015	$99.015	$121.48

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AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne Counties (Portions of counties falling in each area detailed in the Operating Engineer (Heavy and Highway Work) determination).

Wages and Employer Payments (Area 2):

Classification[a] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[b]	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1½ X)	Saturday Overtime Hourly Rate (1½ X)[c]	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group I	$57.85	$13.38	$10.85	$4.59	$1.38	$1.42	8	$89.47	$118.395	$118.395	$147.32
Group II	$54.25	$13.38	$10.85	$4.59	$1.38	$1.42	8	$85.87	$112.995	$112.995	$140.12
Group III	$49.64	$13.38	$10.85	$4.59	$1.38	$1.42	8	$81.26	$106.08	$106.08	$130.90
Group IV	$46.93	$13.38	$10.85	$4.59	$1.38	$1.42	8	$78.55	$102.015	$102.015	$125.48

Recognized holidays
Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

FOR LANDSCAPE CONSTRUCTION PROJECTS

CRAFT: OPERATING ENGINEER#
(SPECIAL SINGLE AND SECOND SHIFT)

Determination:
NC-63-3-75-2025-1

Issue Date:
August 22, 2025

Expiration date of determination:
June 30, 2026* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:
All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

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AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne Counties (Portions of counties falling in each area detailed in the Operating Engineer (Heavy and Highway Work) determination).

Wages and Employer Payments (Area 1):

Classification[a] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[b]	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1½ X)	Saturday Overtime Hourly Rate (1½ X)[c]	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group I	$61.85	$13.38	$10.85	$4.59	$1.38	$1.42	8	$93.47	$124.395	$124.395	$155.32
Group II	$58.25	$13.38	$10.85	$4.59	$1.38	$1.42	8	$89.87	$118.995	$118.995	$148.12
Group III	$53.64	$13.38	$10.85	$4.59	$1.38	$1.42	8	$85.26	$112.08	$112.08	$138.90
Group IV	$50.93	$13.38	$10.85	$4.59	$1.38	$1.42	8	$82.55	$108.015	$108.015	$133.48

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne Counties (Portions of counties falling in each area detailed in the Operating Engineer (Heavy and Highway Work) determination).

Wages and Employer Payments (Area 2):

Classification[a] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[b]	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1½ X)	Saturday Overtime Hourly Rate (1½ X)[c]	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 1	$63.85	$13.38	$10.85	$4.59	$1.38	$1.42	8	$95.47	$127.395	$127.395	$159.32
Group 2	$60.25	$13.38	$10.85	$4.59	$1.38	$1.42	8	$91.87	$121.995	$121.995	$152.12
Group 3	$55.64	$13.38	$10.85	$4.59	$1.38	$1.42	8	$87.26	$115.08	$115.08	$142.90
Group 4	$52.93	$13.38	$10.85	$4.59	$1.38	$1.42	8	$84.55	$111.015	$111.015	$137.48

Recognized holidays
Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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Travel and/or subsistence payment:
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS:

Group I
Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

Group II
Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.
A-Frame and Winch Truck
Backhoe
Forklift (Jobsite)
HDR Welder - Landscape - Operating Engineer's Equipment
Hydro Seeder Machine
Roller
Rubber-Tired and Track Earthmoving Equipment
Skiploader
Straw Blowers
Trencher - 35 Horsepower up to 65 Horsepower

Group III
Landscape Utility Operator
Small Rubber-Tired Tractor
Trencher - Under 35 Horsepower

Group IV
Assistant Landscape Utility Operator Oiler

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# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Prevailing Wage Apprentice Determinations Website (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).
[a] For classifications within each group, see Page 5.
[b] Includes an amount for Supplemental Dues.
[c] Saturday in the same workweek may be worked at straight-time if a job is shut down during the normal workweek due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE
DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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Craft: LABORER AND RELATED CLASSIFICATIONS#

Determination:
NC-23-102-1-2026-1

Issue Date:
February 22, 2026

Expiration date of determination:
June 28, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:
All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, And Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (AREA 1):

Classification[a] (Journeyperson)	Basic Hourly Rate[b]	Hours[c]	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate[d]	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	$39.85	8	$71.01	$90.94	$110.86
Group 1; Group 1(B)[e]	$39.15	8	$70.31	$89.89	$109.46
Group 1 (A)	$39.37	8	$70.53	$90.22	$109.90
Group 1 (C)	$39.20	8	$70.36	$89.96	$109.56
Group 1 (E)	$39.70	8	$70.86	$90.71	$110.56
Group 1 (G)	$39.35	8	$70.51	$90.19	$109.86
Group 2	$39.00	8	$70.16	$89.66	$109.16
Group 3; Group 3 (A)	$38.90	8	$70.06	$89.51	$108.96
Group 4; Group 6 (B)	$32.59	8	$63.75	$80.05	$96.34
Group 6	$40.11	8	$71.27	$91.33	$111.38
Group 6 (A)	$39.61	8	$70.77	$90.58	$110.38
Group 6 (C)	$39.02	8	$70.18	$89.69	$109.20
Group 6 (D)	$39.73	8	$70.89	$90.76	$110.62
Group 6 (E)	$38.75	8	$69.91	$89.29	$108.66
Group 7 – Stage 1 (1st 6 months)	$27.23	8	$58.39	$72.01	$85.62
Group 7 – Stage 2 (2nd 6 months)	$31.12	8	$62.28	$77.84	$93.40
Group 7 – Stage 3 (3rd 6 months)	$35.01	8	$66.17	$83.68	$101.18

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WAGE RATES AND TOTAL HOURLY RATES (AREA 2):

Classification[a] (Journeyperson)	Basic Hourly Rate[b]	Hours[c]	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate[d]	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	$38.85	8	$70.01	$89.44	$108.86
Group 1; Group 1(B)[e]	$38.15	8	$69.31	$88.39	$107.46
Group 1 (A)	$38.37	8	$69.53	$88.72	$107.90
Group 1 (C)	$38.20	8	$69.36	$88.46	$107.56
Group 1 (E)	$38.70	8	$69.86	$89.21	$108.56
Group 2	$38.00	8	$69.16	$88.16	$107.16
Group 3; Group 3 (A)	$37.90	8	$69.06	$88.01	$106.96
Group 4; Group 6 (B)	$31.59	8	$62.75	$78.55	$94.34
Group 6	$39.11	8	$70.27	$89.83	$109.38
Group 6 (A)	$38.61	8	$69.77	$89.08	$108.38
Group 6 (C)	$38.02	8	$69.18	$88.19	$107.20
Group 6 (D)	$38.73	8	$69.89	$89.26	$108.62
Group 6 (E)	$37.75	8	$68.91	$87.79	$106.66
Group 7 – Stage 1 (1st 6 months)	$26.53	8	$57.69	$70.96	$84.22
Group 7 – Stage 2 (2nd 6 months)	$30.32	8	$61.48	$76.64	$91.80
Group 7 – Stage 3 (3rd 6 months)	$34.11	8	$65.27	$82.33	$99.38

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	$11.10
Pension	$15.31
Vacation and Holiday	$3.91
Training	$0.52
Other	$0.32

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE
DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)#

Determination:
NC-23-102-1-2026-1A

Issue Date:
February 22, 2026

Expiration date of determination:
June 28, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:
All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, And Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (AREA 1):

Classification[a] (Journeyperson)	Basic Hourly Rate[b]	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate[d]	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	$42.85	8	$74.01	$95.44	$116.86
Group 1; Group 1(B)[e]	$42.15	8	$73.31	$94.39	$115.46
Group 1 (A)	$42.37	8	$73.53	$94.72	$115.90
Group 1 (C)	$42.20	8	$73.36	$94.46	$115.56
Group 1 (E)	$42.70	8	$73.86	$95.21	$116.56
Group 1 (G)	$42.35	8	$73.51	$94.69	$115.86
Group 2	$42.00	8	$73.16	$94.16	$115.16
Group 3; Group 3 (A)	$41.90	8	$73.06	$94.01	$114.96
Group 4; Group 6 (B)	$35.59	8	$66.75	$84.55	$102.34
Group 6	$43.11	8	$74.27	$95.83	$117.38
Group 6 (A)	$42.61	8	$73.77	$95.08	$116.38
Group 6 (C)	$42.02	8	$73.18	$94.19	$115.20
Group 6 (D)	$42.73	8	$73.89	$95.26	$116.62
Group 6 (E)	$41.75	8	$72.91	$93.79	$114.66
Group 7 – Stage 1 (1st 6 months)	$30.23	8	$61.39	$76.51	$91.62
Group 7 – Stage 2 (2nd 6 months)	$34.12	8	$65.28	$82.34	$99.40
Group 7 – Stage 3 (3rd 6 months)	$38.01	8	$69.17	$88.18	$107.18

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WAGE RATES AND TOTAL HOURLY RATES (AREA 2):

Classification[a] (Journeyperson) Group	Basic Hourly Rate[b]	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate[d]	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	$41.85	8	$73.01	$93.94	$114.86
Group 1; Group 1(B)[e]	$41.15	8	$72.31	$92.89	$113.46
Group 1 (A)	$41.37	8	$72.53	$93.22	$113.90
Group 1 (C)	$41.20	8	$72.36	$92.96	$113.56
Group 1 (E)	$41.70	8	$72.86	$93.71	$114.56
Group 2	$41.00	8	$72.16	$92.66	$113.16
Group 3; Group 3 (A)	$40.90	8	$72.06	$92.51	$112.96
Group 4; Group 6 (B)	$34.59	8	$65.75	$83.05	$100.34
Group 6	$42.11	8	$73.27	$94.33	$115.38
Group 6 (A)	$41.61	8	$72.77	$93.58	$114.38
Group 6 (C)	$41.02	8	$72.18	$92.69	$113.20
Group 6 (D)	$41.73	8	$72.89	$93.76	$114.62
Group 6 (E)	$40.75	8	$71.91	$92.29	$112.66
Group 7 – Stage 1 (1st 6 months)	$29.53	8	$60.69	$75.46	$90.22
Group 7 – Stage 2 (2nd 6 months)	$33.32	8	$64.48	$81.14	$97.80
Group 7 – Stage 3 (3rd 6 months)	$37.11	8	$68.27	$86.83	$105.38

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	$11.10
Pension	$15.31
Vacation and Holiday	$3.91
Training	$0.52
Other	$0.32

Skip to content

CLASSIFICATIONS

Construction Specialist

ASPHALT IRONERS AND RAKERS
CHAINSAW
CONCRETE DIAMOND CHAINSAW
LASER BEAM IN CONNECTION WITH LABORER'S WORK
MASONRY AND PLASTER TENDER
MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
CAST IN PLACE MANHOLE FORM SETTERS
PRESSURE PIPELAYERS
DAVIS TRENCHER – 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)
STATE LICENSED BLASTERS AS DESIGNATED
DIAMOND DRILLERS
DIAMOND CORE DRILLER
MULTIPLE UNIT DRILLS
HIGH SCALERS (INCLUDING DRILLING OF SAME)
HYDRAULIC DRILLS
CERTIFIED WELDER

GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)
ASPHALT SPREADER BOXES (ALL TYPES)
BARKO, WACKER AND SIMILAR TYPE TAMPERS
BIOHAZARD CLEANUP WORKER
BUGGYMOBILE
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS
CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER
CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)
COMPACTORS OF ALL TYPES
CONCRETE AND MAGNESITE MIXER AND ½ YARD
CONCRETE PAN WORK
CONCRETE SANDERS, CONCRETE SAW
CRIBBERS AND/OR SHORING
CUT GRANITE CURB SETTER
DRI PAK-IT MACHINE
FALLER, LOGLOADER AND BUCKER
FORM RAISERS, SLIP FORMS
GREEN CUTTERS
HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)
HYDRO SEEDER AND SIMILAR TYPE
JACKHAMMER OPERATORS
JACKING OF PIPE OVER 12 INCHES
JACKSON AND SIMILAR TYPE COMPACTORS
KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR HANDLING OF SUCH MATERIALS)
LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER
MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY)
NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS
PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER
PERMA CURBS
PRECAST-MANHOLE SETTERS
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)
PRESSURE PIPE TESTER
POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS
POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 2
RAM SET GUN AND STUD GUN
RIPRAP-STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE
ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER
ROTO AND DITCH WITCH
ROTOTILLER
SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN
SIGNALING AND RIGGING
SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)
TANK CLEANERS
TREE CLIMBERS
TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR SIMILAR
TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER, CCTV
TURBO BLASTER
VIBRA-SCREED-BULL FLOAT IN CONNECTION

Skip to content

WITH LABORER'S WORK
VIBRATORS

GROUP 1 (A)
ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING
JOY DRILL MODEL TWM-2A
GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS
TRACK DRILLERS
JACK LEG DRILLERS
WAGON DRILLERS
MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
BLASTERS AND POWDERMAN
TREE TOPPER
BIT GRINDER

GROUP 1 (B) -- SEE GROUP 1 RATES
SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE $4.00 PER DAY ABOV GROUP 1 WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

GROUP 1 (C)
BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

GROUP 1 (D)
SEE FOOTNOTE A ON PAGE 8

GROUP 1 (E)
WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH)
SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING), CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYER, PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS, PRECAST MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS IN CONTRA COSTA COUNTY ONLY

GROUP 1(H)
SEE FOOTNOTE A ON PAGE 8

GROUP 2
ASPHALT SHOVELERS
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM
CHOKE-SETTER AND RIGGER (CLEARING WORK)
CONCRETE BUCKET DUMPER AND CHUTEMAN
CONCRETE CHIPPING AND GRINDING
CONCRETE LABORERS (WET OR DRY)
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.)
GUINEA CHASER (STAKEMAN), GROUT CREW
HIGH PRESSURE NOZZLEMAN, ADDUCTORS
HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)
LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION
PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS
SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) – SEE ALSO SKILLED WRECKER (GROUP 1)
SLOPER
SINGLEFOOT, HAND HELD, PNEUMATIC TAMPER
ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1 (F)
JACKING OF PIPE-UNDER 12 INCHES

Skip to content

GROUP 3
CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND CLEANUP LABORERS
DEMOLITION WORKER
DUMPMAN, LOAD SPOTTER
FLAGPERSON/PEDESTRIAN MONITOR
FIRE WATCHER
FENCE ERECTORS, INCLUDING TEMPORARY FENCING
GUARDRAIL ERECTORS
GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)
JETTING
LIMBERS, BRUSH LOADERS, AND PILERS
PAVEMENT MARKERS (BUTTON SETTERS)
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVER MACHINES
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR
TOOL ROOM ATTENDANT (JOBSITE ONLY)
TREE REMOVAL
WHEELBARROW, INCLUDING POWER DRIVEN

GROUP 3 (A) -- SEE GROUP 3 RATES
COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

GROUP 4
ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)
CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION
BRICK CLEANERS (JOB SITE ONLY)
MATERIAL CLEANERS (JOB SITE ONLY)

NOTE: AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED IN THE NORTHERN CALIFORNIA LANDSCAPE MAINTENANCE LABORER DETERMINATION.

GROUP 6
STRUCTURAL NOZZLEMAN

GROUP 6 (A)
NOZZLEMAN (INCLUDING GUNMAN, POTMAN)
RODMAN
GROUNDMAN

GROUP 6 (B) -- SEE GROUP 4 RATES GUNITE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINEE RECEIVES THE JOURNEYMAN SCALE.).
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

GROUP 6 (C)
REBOUNDMAN

GROUP 6 (D)
ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 6 (E)
ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 7
ENTRY LEVEL LANDSCAPE LABORER (RATIO FOR ENTRY LEVEL IS ONE IN THREE. AT LEAST ONE SECOND PERIOD ENTRY LEVEL AND AT LEAST ONE THIRD PERIOD ENTRY LEVEL MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE).
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE

Skip to content

Recognized holidays:
Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Prevailing Wage Apprentice Determinations Website (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).

[a] GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE $0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE $0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

[b] ZONE PAY AT THREE DOLLARS ($3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

[c] WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

[d] RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS WORKED ON MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

[e] GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 6 FOR DETAILS

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Harriet Tubman CDC Site Improvements	Site	825

Basic Directions

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

Attachment Checklist	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	N G Builder Company	Agency's Contact	Josie Marrufo					
OUSD Vendor ID #	009085	Title						
Street Address	3100 Dutton Avenue, Suite 223	City	Santa Rosa	State	CA	Zip	95407	
Telephone	707-890-2896	Policy Expires						
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	25092							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	02-16-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2026
		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	$34,075.59
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
9186/8500	OCI	120-9186-0-8500-8500-6274-825-9180-8500-9999-99999	6274	$34,075.59

Approval and Routing (in order of approval steps)

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

1.	**Division Head** **Phone**	510-535-7038	Fax	510-535-7082
	Executive Director, Early Education Learning Department			
	Signature Preston Thomas (May 28, 2026 20:13:01 PDT)	Date Approved	May 28, 2026	
2.	**OUSD Legal Counsel, Facilities**			
	Signature James Traber	Date Approved	5/28/2026	
3.	**Chief Systems & Services Officer**			
	Signature Preston Thomas (May 28, 2026 20:13:01 PDT)	Date Approved	May 28, 2026	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	26-1200
Introduction Date	06-10-2026
Enactment Number	
Enactment Date	

Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Jessica Cannon, Executive Director, Early Education Learning

Board Meeting Date June 10, 2026

Subject Change Order No. 1, Agreement Between Owner and Contractor – Nicholas Guiterrez doing Business as N G Builder Company – Harriet Tubman Child Development Center Play Yard Site Improvement 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 **Nicholas Guiterrez doing business as N G Builder Company,** Santa Clara, CA, providing an extension of the term to the Agreement to latter from February 16, 2026, through May 2, 2026, to June 30, 2026, (an additional 59 calendar days), as identified in the PCO No. 1 for the **Harriet Tubman Child Development Center Play Yard Site Improvement Project.** All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Change Order is for a fifty-nine calendar days' time extension. Extended time is needed due to procurement of play structure and rain delay.

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 **Nicholas Guiterrez doing business as N G Builder Company,** Santa Clara, CA, providing an extension of the term to the Agreement to latter from February 16, 2026, through May 2, 2026, to June 30, 2026, (an additional 59 calendar days), as identified in the PCO No. 1 for the **Harriet Tubman Child Development Center Play Yard Site Improvement Project.** All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact OCI Oakland Children Initiative

Attachments

- Change Order No. 1 and Other Documents
- Routing Form
- File ID: 25-2676

Memorandum:

Date: 11/3/2025
To: April Clement
CC: David Colbert, Colland Jang, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown
From: Tiffany Knuckles
Subect: LBU Memo - Project #25092 - Harriet Tubman - Play Yard Site Improvements

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

Project: 25092 **Project Site(s):** Harriet Tubman
Name: Play Yard Site Improvements

Analysis:

Our review has determined that the funding source for the above project (Fund 12) 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 REQUEST (Proposed Change Order)

No. 1

[The district may elect to pay the requested expenditure with a Board-approved change order, or with an approved allowance expenditure. However, any request for a time extension must be included in a Board-approved change order – an approved allowance expenditure cannot include a time extension.]

PROJECT: Harriet Tubman CDC Play Yard Site Improvement
800-33rd Street Oakland Ca. 94608

DATE: APRIL 20,2026

DSA FILE NO.: NA
DSA APP NO.: NA
OUSD PROJECT: 25092
PROJECT MANAGER: April Clement

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: NG BUILDERS COMPANY
3100 Dutton Ave. Suite #223
Santa Rosa, Ca. 95407

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): Although the contract commencement date was 02/16/26. Due to rainy days, in addition the project was phased out to allow students access to the yard per ECE guidelines. The contract extended to 6/30/26 at no additional cost. All contract terms remain the same.

OTHER PROPOSED CHANGES TO THE CONTRACT:

_____

_____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 59 calendar days

REASON FOR REQUEST (check one or more):

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

****

CERTIFICATION

I, Nicholas Guttierrez *[name of declarant]*, declare the following:

NG Builders Company *[Contractor company name]* has contracted with Oakland Unified School District *[public entity name]* for the Harriet Tubman CDC Play Yard Site Improvement Contract ("Contract"). NG Builders Company *[Contractor company name]* authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for Oakland Unified School District *[public entity name]* regarding this Contract (such COR or AER being dated February 16, 2026 entitled Change Order 2, and requesting $0 and/or 59 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at NG Builders Company *[Contractor company name]* regarding this COR or AER.

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

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

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

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed April 29 2026 at Santa Rosa, California.

[signature]
Nicholas Guitierrez *[name of declarant]*

319-661/7106498.1

CHANGE ORDER

Owner: Oakland Unified School District
Project: Harriet Tubman CDC Play Yard Site Improvement
School: Harriet Tubman CDC
Contractor: NG Builders Company

Change Order No.:1

Date: April 20,2026

DSA File No.: N/A
DSA Application No.: N/A
OUSD Project #: 25092
Project Manager: April Clement

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): This change order is issued to extend the contract time. **Although the contract commencement date** was February 16,2026. Delays due to rain days and **phased execution of the project, to allow** students access to the yard in accordance with ECE **guidelines impacted the schedule. As a result**, the contract has been extended to 06/30/26 at no **additional cost. All contract terms remain** the same.

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 59 calendar days

Director Initials _____

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.

[NOTE TO OWNER: Use one of the two following "Summary of Adjustments to Time for Completion" tables depending on whether the contract requires completion (a) within a specified number of days, or (b) by a specific date.]

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:	75	Calendar Days
Prior change order adjustments to contract time:	+ 0	Calendar Days
This change order's adjustment to contract time:	+ 59	Calendar Days
Adjusted contract time:	= 134	Calendar Days

Start Date per Notice to Proceed: February 16, 2026
Completion Deadline Based on Adjusted Contract Time: June 30, 2026

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.

Approved: **Architect of Record** N/A **Print Name:** **Signature:** **Date:**	**Approved and Agreed:** **General Contractor** **Print Name:** Nicholas Gutierrez **Signature:** 4/24/26 **Date:**	**Approved and Agreed:** **Chief of Systems & Services Officer** **Date:** 4/29/26
Approved as to Form: N/A James Traber **OUSD Facilities Counsel** **Date:** 5/13/2026		

319-661/7106499.1

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Harriet Tubman CDC Site Improvements	Site	825

Basic Directions

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

Attachment Checklist	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	N G Builder Company	Agency's Contact	Josie Marrufo					
OUSD Vendor ID #	009085	Title						
Street Address	3100 Dutton Avenue, Suite 223	City	Santa Rosa	State	CA	Zip	95407	
Telephone	707-890-2896	Policy Expires						
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	25092							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	02-16-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	06-30-2026

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	$0
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
9186/8500	OCI	120-9186-0-8500-8500-6274-825-9180-8500-9999-99999	6274	$0

Approval and Routing (in order of approval steps)

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

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Early Education Learning Department				
	Signature Jessica Cano		Date Approved	May 14, 2026	
2.	OUSD Legal Counsel, Facilities				
	Signature James Traber		Date Approved	5/13/2026	
3.	Chief Systems & Services Officer				
	Signature Preston Thomas (May 15, 2026 13:01:23 PDT)		Date Approved	May 15, 2026	
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	25-2676
Introduction Date	12-10-2025
Enactment Number	25-2109
Enactment Date	12/10/2025 CJH

OAKLAND BUILT

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date December 10, 2025

Subject Agreement Between Owner and Contractor – Nicholas Guiterrez doing Business as N G Builder Company – Harriet Tubman Child Development Center Play Yard Site Improvement Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of the Agreement Between Owner and Contractor by and between the **District** and Nicholas Guiterrez doing business as **N G Builder Company,** Santa Clara, CA, for the latter to provide demolition and disposal of the existing play structure, safety surfacing, and asphalt layer within the designated play area. Install a new play structure, poured-in-Place (PIP) safety surfacing, and a new drainage system to serve the play area. Apply a double layer of seal coating. Additional scope includes furnishing and installing new trees with complete irrigation and drainage systems, preparing the nature space, and installing nature play elements such as logs, stumps, and similar natural features, as part of the **Harriet Tubman Child Development Center Play Yard Site Improvement Project,** in the amount of **$259,702.00,** which includes a contingency fee of **$32,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **February 16, 2026**, and required to be completed within seventy-five days (75), with an anticipated ending of **May 2, 2026**.

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

LBP (Local Business Participation Percentage) 00.0%

Recommendation Approval by the Board of Education of the Agreement Between Owner and Contractor by and between the District and Nicholas Guiterrez doing business as N G Builder Company, Santa Clara, CA, for the latter to provide demolition and disposal of the existing play structure, safety surfacing, and asphalt layer within the designated play area. Install a new play structure, Poured-in-Place (PIP) safety surfacing, and a new drainage system to serve the play area. Apply a double layer of seal coating. Additional scope includes furnishing and installing new trees with complete irrigation and drainage systems, preparing the nature space, and installing nature play elements such as logs, stumps, and similar natural features, as part of the Harriet Tubman Child Development Center Play Yard Site Improvement Project, in the amount of $259,702.00, which includes a contingency fee of $32,000.00, as the lowest responsive bidder, with the work anticipated to commence on February 16, 2026, and required to be completed within seventy-five days (75), with an anticipated ending of May 2, 2026.

Fiscal Impact OCI Oakland Children Initiative

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. **25-2676**

Department: **Facilities Planning and Management**

Vendor Name: **N G Builder Company**

Project Name: **Harriet Tubman CDC Play Yard Site Improvements** **Project No.:** **25092**

Contract Term: Intended Start: **February 16, 2026** Intended End: **May 2, 2026**

Total Cost Over Contract Term: **$259,702.00**

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?

N G Builder Company was selected by the District as the lowest responsible and responsive bid.

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

N G Builder Company will provide demolition and disposal of the existing play structure, safety surfacing, and asphalt layer within the designated play area. Install a new play structure, poured-in-Place (PIP) safety surfacing, and a new drainage system to serve the play area. Apply a double layer of seal coating. Additional scope includes furnishing and installing new trees with complete irrigation and drainage systems, preparing the nature space, and installing nature play elements such as logs, stumps, and similar natural features, as part of the Harriet Tubman Child Development Center Play Yard 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 **February 16, 2026**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the "Owner," and **N G BUILDER COMPANY,** hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows: Harriet Tubman Child Development Center Play Yard Site Improvement Bid No. 25092 ("Project").

ARTICLE I. SCOPE OF WORK.

The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled Project: Harriet Tubman Child Development Center Play Yard Site Improvement Project, located at 800 33rd Street, Oakland, CA.

The Project includes Demolish and dispose of the existing play structure, safety surfacing, and asphalt layer within the designated play area. Work includes installing new play structure, PIP (Poured-in-Place) safety surfacing, and a new drainage system to serve the play area, Apply double layer of seal coating. Additional scope includes furnishing and installing new trees with complete irrigation and drainage systems, as well as preparing the nature space and installing nature play elements such as logs, stumps, and similar features. All work shall comply with standard safety requirements and be coordinated with OUSD. Further details are provided in the specifications.
all in strict compliance with Exhibit A and other contract documents related,

Contractor has been selected as the lowest responsible and responsive bidder to perform the work as follows: Demolish and dispose of the existing play structures, safety surfacing, and asphalt layer within the designated play area. Work includes installing new play structures, PIP (Poured-in-Place) safety surfacing, and a new drainage system to serve the play area. Additional scope includes furnishing and installing new trees with complete irrigation and drainage systems, as well as preparing the nature space and installing nature play elements such as logs, stumps, and similar features. All work shall comply with standard safety requirements and be coordinated with OUSD. Further details are provided in the specifications,

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-five (75) 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 **February 16, 2026,** in which case the deadline for Completion would be **May 2, 2026**.

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

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

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

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

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

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

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

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

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **TWO HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED TWO DOLLARS NO/100 ($259,702.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **THIRTY-TWO THOUSAND DOLLARS NO/100 ($32,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

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

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

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

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

ARTICLE VII. PREVAILING WAGES.

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

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall

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

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

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

ARTICLE VIII. WORKING HOURS.

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

ARTICLE IX. APPRENTICES.

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

ARTICLE X. DSA OVERSIGHT PROCESS.

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

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

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

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

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

Contractor shall provide the insurance set forth in the General Conditions. The amount of

general liability insurance shall be $2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be $1,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT.

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

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

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

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XV. BINDING EFFECT.

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

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

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

ARTICLE XVII. AMENDMENTS.

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

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

ARTICLE XIX. WRITTEN NOTICE.

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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

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

CONTRACTOR:
N G BUILDER COMPANY

Signature: _____

Name: _____ Date: _____

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

_____ _____
Jennifer Brouhard, President, Board of Education **Date**

_____ _____
Denise Gail Ed.D., Interim Superintendent and Interim Secretary, Board of Education **Date**

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

ARTICLE XIX. WRITTEN NOTICE.

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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

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

CONTRACTOR:
N G BUILDER COMPANY

Signature: _____

Name: Nicholas Gutierrez **Date:** 11/6/25

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

_____ **12/11/2025**
Jennifer Brouhard, President, Board of Education **Date**

_____ **12/11/2025**
Denise Gail. Ed.D., Interim Superintendent and Interim Secretary, Board of Education **Date**

Preston Thomas (Nov 13, 2025 22:07:28 PST)

11/13/2025

Preston Thomas, Chief Systems & Services Officer, **Date**

Approved As To Form:

James Traber 11/13/2025

OUSD Facilities Legal Counsel **Date**

__1078311_____
CALIFORNIA CONTRACTOR'S
LICENSE NO.

__07/31/2027_____
LICENSE EXPIRATION DATE

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

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School:	Harriet Tubman Child Development Center	Date:	Monday, October 20, 2025
Project:	PlayYard Site Improvement	Time:	2:00 p.m.
Project #:	25092	Project Mgr:	April Clement
Estimate:	$ 320,000.00	Architect:	N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	A CST Group Inc., dba Dynasel USA	Base Bid:	$ 475,697.00			**Required Day of Bid:**	
Address:	309 Laurelwood Road, Suite 18-1	Allowance:	$ 32,000.00			Signed Bid Form	X
City/State:	Santa Clara, CA 95054	**TOTAL:**	$ 507,697.00			Addendum Acknow.	X
Phone:	408-464-0993	Alternates				Bid Bond	X
Fax:	408-496-0306					Non-Collusion	X
						Iran Contracting Certification	NA
			Time Submitted	Date Submitted		Site Visit Certification	X
			1:58 p.m.	10/20/2025		Contractor's Sub List	X
						Debarment Suspension & Schd Z	
						Local Business Participation Form	WA
			Time Opened	Date Opened		DVBE Forms	WA
			2:03 p.m.	10/20/2025			
Company:	Cestarollo Construction LLC	Base Bid:	$ 298,225.00			**Required Day of Bid:**	
Address:	2400 Las Gallinas Avenue, Suite #1415	Allowance:	$ 32,000.00			Signed Bid Form	X
City/State:	San Rafael, CA 94903	**TOTAL:**	$ 330,225.00			Addendum Acknow.	X
Phone:	415-246-2074	Alternates				Bid Bond	X
Fax:						Non-Collusion	X
						Iran Contracting Certification	NA
			Time Submitted	Date Submitted		Site Visit Certification	X
			1:59 p.m.	10/20/2025		Contractor's Sub List	X
						Debarment Suspension & Schd Z	
						Local Business Participation Form	WA
			Time Opened	Date Opened		DVBE Forms	WA
			2:08 p.m.	10/20/2025			
Company:	MOKA Engineering and Construction LLC	Base Bid:	$ 295,000.00			**Required Day of Bid:**	
Address:	3315 Montgomery Drive, Unit 312	Allowance:	$ 32,000.00			Signed Bid Form	X
City/State:	Santa Clara, CA 95054	**TOTAL:**	$ 327,000.00			Addendum Acknow.	X
Phone:	646-342-0620	Alternates				Bid Bond	X
Fax:						Non-Collusion	X
						Iran Contracting Certification	NA
			Time Submitted	Date Submitted		Site Visit Certification	X
			1:50 p.m.	10/20/2025		Contractor's Sub List	X
						Debarment Suspension & Schd Z	X
						Local Business Participation Form	WA
			Time Opened	Date Opened		DVBE Forms	WA
			2:14 p.m.	10/20/2025			
Company:	Native Soil, Inc.	Base Bid:	$ 447,379.00			**Required Day of Bid:**	
Address:	1721 Broadway, Suite #201	Allowance:	$ 32,000.00			Signed Bid Form	X
City/State:	Oakland, CA 94612	**TOTAL:**	$ 476,379.00			Addendum Acknow.	X
Phone:	510-590-1361	Alternates:				Bid Bond	X
Fax:						Non-Collusion	X
						Iran Contracting Certification	NA
			Time Submitted	Date Submitted		Site Visit Certification	X
			1:43 p.m.	10/20/2025		Contractor's Sub List	X
						Debarment Suspension & Schd Z	X
						Local Business Participation Form	WA
			Time Opened	Date Opened		DVBE Forms	WA
			2:22 p.m.	10/20/2025			

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

Company:	Guerra Construction, Inc.	Base Bid:	$ 296,000.00		**Required Day of Bid:**	
Address:	984 Memorex Drive	Allowance:	$ 32,000.00		Signed Bid Form	X
City/State:	Santa Clara, CA 95050	**TOTAL:**	$ 328,000.00		Addendum Acknow.	X
Phone:	408-244-9848	Alternates:			Bid Bond	X
Fax:					Non-Collusion	X
					Iran Contracting Certification	NA
			Time Submitted	Date Submitted	Site Visit Certification	X
			1:26 p.m.	10/20/2025	Contractor's Sub List	X
					Debarment Suspension & Schd Z	
					Local Business Participation Form	WA
			Time Opened	Date Opened	DVBE Forms	WA
			2:26 p.m.	10/20/2025		
Company:	NG Builders Company	Base Bid:	$ 227,702.00		**Required Day of Bid:**	
Address:	3100 Dutton Avenue, Suite #223	Allowance:	$ 32,000.00		Signed Bid Form	X
City/State:	Santa Rosa, CA 95407	**TOTAL:**	$ 259,702.00		Addendum Acknow.	X
Phone:	707-852-5046	Alternates:			Bid Bond	X
Fax:					Non-Collusion	X
					Iran Contracting Certification	NA
			Time Submitted	Date Submitted	Site Visit Certification	X
			12:58 p.m.	10/20/2025	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	WA
			Time Opened	Date Opened	DVBE Forms	WA
			2:32 p.m.	10/20/2025		
Company:	Redwood Engineering Construction	Base Bid:	$ 319,000.00		**Required Day of Bid:**	
Address:	416 D Street	Allowance:	$ 32,000.00		Signed Bid Form	X
City/State:	Redwood City, CA 94063	**TOTAL:**	$ 351,000.00		Addendum Acknow.	X
Phone:	925-819-2960	Alternates:			Bid Bond	X
Fax:	650-369-5258				Non-Collusion	X
					Iran Contracting Certification	NA
			Time Submitted	Date Submitted	Site Visit Certification	X
			12:09 p.m.	10/20/2025	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	WA
			Time Opened	Date Opened	DVBE Forms	WA
			2:35 p.m.	10/20/2025		
Company:		Base Bid:			**Required Day of Bid:**	
Address:		Allowance:			Signed Bid Form	
City/State:		**TOTAL:**			Addendum Acknow.	
Phone:		Alternates:				
Fax:						
					Schedule Z Form	
			Time Submitted	Date Submitted	Fingerprint Acknowledge Form	
					Other Contract Documents	
			Time Opened	Date Opened		

Written By:

Read By: Juanita Hunter

00 42 00
BID FORM AND PROPOSAL

To: Governing Board of Trustees of the Oakland Unified School District ("District")

From: N G Builder Company
(Insert Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of the **Harriet Tubman CDC Play Yard Site Improvement Project, Bid No. 25092** ("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

A. Two hundred twenty seven thousand seven hundred two Dollars $ 227,702.00
Base Bid

B. Thirty-Two Thousand Dollars $ 32,000.00
10% Owner's Contingency

The Owner's Contingency of ten percent (10%) shall only be allocated for items relating to the Work that could not reasonably have been foreseen at the time of bid. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has authorized Contractor's use of the Owner's Contingency. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

C. N/A Dollars $ N/A
Allowance 1 – [Insert detailed description]

D. Two hundred fifty nine thousand seven hundred two Dollars $ 259,702.00
TOTAL BID * (Assumes Alternates Not Included in Method of Determining Low Bid)

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

Enclosed find certified or cashier's check no. Bid Bond Attached of the _____ Bank for _____ Dollars ($_____) or Bidder's Bond of the _____ surety company in an amount of not less than ten percent (10%) of the entire bid. The undersigned further agrees, on the acceptance of this proposal, to execute the Contract, provide the required bonds and insurance, and that, in case of default in executing these documents within the time fixed by the Contract Documents, the proceeds of the check or bond accompanying this bid shall be forfeited and

shall become the property of the District.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. Contractor agrees to commence and complete the work within the time specified in the Notice to Proceed. It is understood that this bid is based upon completing the work within the number of calendar days specified in the Contract Documents.

2. The liquidated damages clause of the General Conditions and Special Conditions is hereby acknowledged.

3. The following documents are attached hereto:

   Bid Bond on the District's form or other security
   Designated Subcontractors List
   Non-Collusion Affidavit
   Project Warranty

4. Receipt and acceptance of the following Addenda is hereby acknowledged:

   Addendum No. 1 1 Dated: Sept 29 2025

   Addendum No. 2 2 Dated: Oct 6 2025

   Addendum No. 3 _____ Dated: _____

   Addendum No. 4 _____ Dated: _____

   Addendum No. 5 _____ Dated: _____

5. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

6. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

   Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 10 day of OCT, 2025

Name of Bidder N G Builder Company

Type of Organization Sole prop

Signature

Signed by Nicholas Lecturer

Title of Signer Owner

Address of Bidder 3200 Dutton Ave Suite 223 Santa Rosa CA 95407

Bidder's Taxpayer Identification No. 86-3315944

Telephone Number 707-852-5046

Fax Number N/A

E-mail josie@ngbuilders.LLC Website N/A

Contractor's License No(s).: No.: 1078311 Class: A and B Expiration Date: 7/31/27

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: N/A

President: N/A

Secretary: N/A

Treasurer: N/A

Manager: N/A

00 43 36
DESIGNATED SUBCONTRACTORS LIST

In compliance with the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code sections 4100 to 4114, and any amendments thereto, each Bidder shall provide the information requested below for each subcontractor who will perform work, labor or render service to Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (greater than 0.5 %) of the Bidder's Total Bid Price and shall further set forth the portion of the Work which will be done by each subcontractor. Bidder shall list only one subcontractor for any one portion of the Work.

If the Bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth below.

Subletting or subcontracting of any portion of the Work in excess of one half of one percent (greater than 0.5%) of the Total Bid Price for which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after District approval.

Pursuant to California Labor Code § 1725.5, for any project exceeding Twenty-Five Thousand Dollars ($25,000), each listed subcontractor must be registered as a Public Works Contractor with the California Department of Industrial Relations (DIR) at the time of bid submission. Each Bidder shall provide the DIR Public Works Contractor Registration Number for each subcontractor listed. Failure to comply with this requirement may result in bid rejection.

An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the Bidder submits the corrected contractor's license number to the District within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

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

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

For all projects over Twenty-Five Thousand Dollars ($25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the District's consent, to substitute a registered subcontractor for the unregistered subcontractor.

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

Project: Harriet Tubman Child Development Center Play Yard Site Improvement Bid No. 25092

Name of Bidder: U 6 Builder Company

Bidder's Authorized Signature: Nicholas Gutierrez Owner NC Builder company

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: Robertson Industries Inc

PLP

Address: 2140 E cedar st Tempe AZ

Ph: 800-558-0519 Fax: 602-340-0402 License No. 667261

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: G & G Builders

Playground Install

Address: 4542 Contractors place Livermore CA 94551

Ph: 925-846-9023 Fax: _____ License No. 750759

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: _____

Address: _____ _____

Ph: _____ Fax: _____ License No. _____

Name and Location of Subcontractor	Description of Work to be Subcontracted
Name: _____	_____
Address: _____	_____
Ph: _____ Fax: _____ License No. _____	

Name and Location of Subcontractor	Description of Work to be Subcontracted
Name: _____	_____
Address: _____	_____
Ph: _____ Fax: _____ License No. _____	

Name and Location of Subcontractor	Description of Work to be Subcontracted
Name: _____	_____
Address: _____	_____
Ph: _____ Fax: _____ License No. _____	

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on OCT 10, 2025, at Santa Rosa [city], CA [state].

Signature: _____

Print Name: Nicholas Gutierrez

Title: Owner

BOND# CIC1963997

00 61 10
BID BOND

WHEREAS, N G Builder Company, as Principal, and Capitol Indemnity Corporation, as Surety, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin and authorized to do business as a surety in the State of California, are held and firmly bound unto the Oakland Unified School District ("District"), as Obligee, in the sum of Twenty Six Thousand One Hundred & 00/100*** DOLLARS ($ 26,100.00), being not less than ten percent (10%) of the Total Bid Price; for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the District to perform all Work required for the **Harriet Tubman CDC Play Yard Site Improvement], Bid No. 25092** as set forth in the Notice to Bidders and accompanying Contract Documents.

NOW, THEREFORE, if said Principal is awarded a Contract for the Work by the District and, within the time and in the manner required by the above-referenced Contract Documents, enters into the written form of Contract bound with said Contract Documents, furnishes the required bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), furnishes the required insurance certificates and endorsements, and furnishes any other certifications as may be required by the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the notice inviting bids, or to the work to be performed thereunder, 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 the Contract of the notice inviting bids, or to the work, or to the specifications.

The bid security will be held by the District for ten (10) days after the period for which bids must be held open or until posting by the successful bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the bid security will be returned.

In the event suit is brought upon this bond by the District and judgment is recovered, said Surety shall pay all costs incurred by the District in such suit, including reasonable attorneys' fees to be fixed by the court.

SIGNED AND SEALED, this 16th day of October, 20 25.

N G Builder Company
Principal

By: _____
Signature

(SEAL)

Capitol Indemnity Corporation
Surety

By: _____
Signature

Michael D. Lapre, Attorney-In-Fact

(SEAL)

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF Arizona)SS
COUNTY OF Maricopa)

On 10/16/2025 before me, Michelle Lee Eldridge , Notary Public, personally appeared Michael D. Lapre

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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

MICHELLE LEE ELDRIDGE
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 621594
MY COMMISSION EXPIRES
JANUARY 17, 2027

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☑ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1963997
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------MICHAEL D LAPRE; ESTEBAN FLORES; R.M. FRIEDIK; PHILIP SIMONS; ARTYCE JOHSON; TARYN CHESTER ----------
----------BELENDA JOHNSON; MICHAEL SIMONS; MICHELLE L. ELDRIDGE; J.C. SHIVELY; LAUREN CASEY ALEXANDER----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company 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 valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 16th day of October, 20 25.

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

00 45 10
NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code section 7106, the undersigned declares that he or she holds the position listed below with the bidder, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee 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.

Signature

Nicholas Gutierrez
Typed or Printed Name

Owner
Title

Bidder

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.

Subscribed and sworn before me [Seal]
This 20th day of October, 2025

Notary Public in and for
the State of California

PLEASE SEE ATTACHMENT

CALIFORNIA JURAT GOVERNMENT CODE § 8202

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

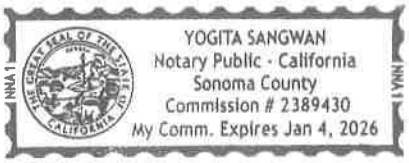
County of Sonoma

Subscribed and sworn to (or affirmed) before me on this 20th day of October, 2025, by
Date Month Year

(1) Nicholas Gutierrez

(and (2) N/A
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: 10/20/2025 Number of Pages: 1

Signer(s) Other Than Named Above: _____

©2019 National Notary Association

SUFFICIENT FUNDS DECLARATION
DOCUMENT 00 41 06
(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: N G Builder Company / Harriet Tubman Bid No 25092

I, Nicholas Gutierrez, declare that I am the owner *[insert title]* of NG Builder Company, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit NG Builder Company *[insert name of entity]* to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that NG Builder Company *[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 Oct 20 2025 at Santa Rosa *[city]*, CA *[state]*.

Date: 10/20/2025

Signature
Print Name: Nicholas Gutierrez
Print Title: owner

00 45 27.12
FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

One of the boxes below **must** be checked, and an executed copy of this form must be provided to the District:

☒ Contractor's employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor's services under this Agreement.

☐ Contractor's employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subconsultants, agents, and subconsultants' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement.

☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

☒ The installation of a physical barrier at the worksite to limit contact with pupils.

☐ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

☐ Surveillance of Employees by District personnel.

MEGAN'S LAW (SEX OFFENDERS). CONTRACTOR SHALL VERIFY AND CONTINUE TO VERIFY THAT THE EMPLOYEES OF CONTRACTOR THAT WILL BE ON THE PROJECT SITE AND THE EMPLOYEES OF THE SUBCONSULTANT(S) THAT WILL BE ON THE PROJECT SITE ARE NOT LISTED ON CALIFORNIA'S "MEGAN'S LAW" WEBSITE **(HTTP://WWW.MEGANSLAW.CA.GOV/).**

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

BY: N 6 Builder Company

NAME: Nicholas Gutierrez

TITLE: Owner

DATE: 10/10/25

MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

DISTRICT

BY: _____

NAME: _____

TITLE: _____

DATE: _____

00 45 27.08
IRAN CONTRACTING ACT CERTIFICATION
[required if over $1,000,000 project]

As required by California Public Contract Code Section 2204, the Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☐ The Bidder is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☑ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

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

Signature — 10/10/25 Date

Nicholas Gutierrez — Owner
Name — Title

NG Build Company
Name of Firm

00 45 27.07
SCHEDULE Z
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither NG Builder Company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/ contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 20 day of Oct, 2025 for the purposes of submission of this bid.

(Corporate Seal)

By _____
Signature

Nicholas Gutierrez
Typed or Printed Name

owner
Title

10/20/25
Date

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the 20 day of Oct, 2025 for the purposes of award of this contract.

(Corporate Seal)

By _____
Signature

Nicholas Gutierrez
Typed or Printed Name

owner
Title

10/20/25
Date

00 40 02
SITE VISIT CERTIFICATION

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

PROJECT: **Harriet Tubman Child Development Center Play Yard Site Improvement**

Check option that applies:

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

_____ I certify that _____ (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: 10/10/25
Proper Name of Bidder: N/G Builder Company
Signature: [signature]
Print Name: Nicholas Gutierrez
Title: Owner

00 65 36
PROJECT WARRANTY

We, the undersigned, do hereby warrant and guarantee all products and services described within which we have provided for:

Harriet Tubman Child Development Center Play Yard Site Improvement
Bid No. 25092

are in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by us for a period of **at least two years** after the date of recording the Notice of Completion, together with any adjacent Work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or function at no expense to the [insert school district name] School District, ordinary wear and tear and unusual abuse or neglect excepted. Manufacturers' and suppliers' warranties may be longer than the **two year** period described above, but not shorter.

In the event of our failure to comply with the above-mentioned conditions within seven (7) business days, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the District to have said defective Work, repaired or replaced to be made good, and agree to pay to the District upon demand all moneys that the District may expend in making good said defective Work, including but not limited to all collection costs and reasonable attorneys' fees.

Company Name: N G Builder Company

Signed: _____
(Contractor's signature)

Name: Nicholas Gutierrez
(printed)

Date: 10/10/25

Contractor's License Detail for License # 1078311

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

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

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

Entity Sole Ownership
Issue Date 07/17/2021
Expire Date **07/31/2027**

License Status

N G Builder Company 1000874885

Unlink From Business

DIR Approved

Manage Contractor Employees

Manage Contractor Users

Manage Contractor Information

Current registration valid from
July 1, 2025 to June 30, 2026

Future registration valid from
July 1, 2026 to June 30, 2027

Request Addition to a Project Team

My Approvals

No records in Approval using that filter

My Projects

Search My Projects

All

Name	Project Number	State	Stage	Awarding Body	Submit new ECPR	View

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 667261

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

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 10/20/2025 8:56:51 AM

Business Information

ROBERTSON INDUSTRIES INC
2140 E CEDAR ST
TEMPE, AZ 85281
Business Phone Number:(602) 707-6884

Entity Corporation
Issue Date 03/17/1993
Expire Date **03/31/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D12 - SYNTHETIC PRODUCTS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA .
Bond Number: 105209757
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **0254405** for WILLIAM JOHN STAFFORD in the amount of **$25,000** with BERKLEY INSURANCE COMPANY .
Effective Date: 06/08/2023

CA

DIR State of California Department of Industrial Relations EST. 1927

Public Works Support

Log in

eCPR Search

Knowledge

Contractor Registration Search

Project Registration Search

Register

Home > Customer Account Lookup > 1000002700 - ROBERTSON INDUSTRIES, INC.

1000002700 - ROBERTSON INDUSTRIES, INC.

Customer Account Lookup

PWCR

1000002700

Contractor Status

DIR Approved

CSLB

667261

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 750759

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

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 10/20/2025 11:01:03 AM

Business Information

G & G BUILDERS INC
4542 CONTRACTORS PLACE
LIVERMORE, CA 94551
Business Phone Number:(925) 846-9023

Entity Corporation
Issue Date 06/17/1998
Expire Date **06/30/2026**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- B - GENERAL BUILDING
- A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 100411007
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual GERARD PETER CALLAHAN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 06/05/2004
BQI's Bond History

Workers' Compensation

An employee service group holds the workers compensation insurance.
Policy Number:C7386110A
Effective Date: 10/01/2025
Expire Date: 10/01/2026
Workers' Compensation History

CA

State of California Department of Industrial Relations

Public Works Support

Log in

eCPR Search

Knowledge

Contractor Registration Search

Project Registration Search

Register

1000013987 - G&G BUILDERS, INC.

Customer Account Lookup

PWCR

1000013987

Contractor Status

DIR Approved

CSLB

750759

ADDENDUM NO. 1

September 29, 2025

Harriet Tubman CDC Play Yard Site Improvements Project
OAKLAND UNIFIED SCHOOL DISTRICT

OUSD PROJECT NUMBER 25092

Oakland Unified School District
Facilities Planning & Management
955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No. 1

Item# 1: **The Bid Due date is being changed to:**
Wednesday, October 15, 2025, at 2:00 pm

Item# 2: **Prequalification is not required for this project. However, the District prefers that bidders be included on the District's certified prequalification list.**

Item# 3: **We will be sending a separate addendum to address the questions that were asked during and after the bid walk."**

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON
THE FORM OF PROPOSAL

End of Addendum No. 1

Nicholas Gutierrez owner 10/10/25

ADDENDUM NO. 2

October 6, 2025

Harriet Tubman CDC Play Yard Site Improvements Project
OAKLAND UNIFIED SCHOOL DISTRICT

OUSD PROJECT NUMBER 25092

Oakland Unified School District
Facilities Planning & Management
955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No. 2

Item: 1: **The Bid Due date is being changed to:**
Monday, October 20, 2025, at 2:00 pm

Item 2 Revised Scope of Work:

1. Remove existing play structures and their footings, along with the safety surfacing. Include patching back. Ensure the restored surface blends seamlessly with the existing surroundings.
2. Prep surface for new play structures
    a. Demolish existing asphalt layer within the designated play area. Total demolition area is approximately 1,300 square feet.
    b. Footprint of the new play structure is 49 x 26.
    c. Install 4" x 6" Curb/band w/1 #4 bar continuous along the perimeter of the safety surfacing.
    d. Include a 4 inch base rock layer. Compacted to 95% compaction. Contractor to provide special inspector.
    e. Include any prep required and draining needs. Follow safety surface and play structure vendors recommendations.
    f. Drainage requirements:
        i. Excavate a trench approximately 2 feet deep by 16 inches wide along the inside perimeter of the new curb.
        ii. Install a new 4-inch perforated drain pipe.
        iii. Wrap the perforated drain pipe with fabric.
        iv. Backfill the trench with 3/4-inch drain rock, extending a minimum of 6 inches above the drain pipe.
        v. Connect the new drain pipe for the play structure to the nearest existing drain.
        vi. Ensure the new drain pipe slopes from the highest point to the lowest point for optimal drainage.
3. New Play Structure Installation
    a. Vendor name: Landscape Structures Inc. (LSI). Reference play structure design drawing and installation manual.

b. Sub surface must not be more than 2% slope in all directions.
c. OUSD to furnish the play equipment. Contractor to install.
    i. Contractor is responsible to offload equipment, stagging and securing the materials onsite.
    ii. Contractor must be Certified Playground Safety Inspector (CPSI) and must have a minimum of 3 years of experience installing play structures.

4. Poured-In-Place (PIP) Play Matting Surface for new Play Structure
    a. Furnish and install new poured-in-place (PIP) matting for new play structure. Total 1,300 sqft
    b. Product: TotTurf Standard EPDM or equivalent, 3.5" total thickness. Prep surface based on vendors recommendation.
    c. PIP must contain 50% color with (2) color selection as part of the design. Color choices and design must be coordinated with OUSD.
    d. Poured in place surfacing to include a cushion layer of rubber and polyurethane binder, capped with a wear course of TPV or equivalent granules mixed with aliphatic polyurethane for color topcoats.
    e. Contractor must have a minimum of 3 years of experience installing PIP surfacing.
5. Apply a double layer of seal coating throughout the schoolyard. Approx. 1000 sqft. Include any prep work required (clean cracks at the existing asphalt surface of debris, pressure wash, and crack seal).
6. Furnish and install trees
    a. Install (10) new trees, each 10ft in height, with a box size of 36 inches. Each tree must be securely staked to ensure stability. Install a wooden header board edging in a 5-foot diameter around each tree.
    b. Furnish and install new irrigation and drainage systems for trees. Include trenching and re-pavement.
    c. Place mulch around trees as needed.
    d. Tree types:
        i. Marina (Arbutus 'Marina' Standard 36" box)

7. Nature Areas
    a. Remove existing 4" asphalt layer. Approx. 2,600 sqft.
    b. Remove grass layer near the top fence. Approx. 1,000 sqft.
    c. Excavate and dispose 6" of soil beneath the adjacent surface (grade level) allow for Engineering Wood Fiber (EWF). Contractor to furnish and install EWF.
    d. Furnish and install new ½" irrigation & 3" french drainage systems to meet the needs for the space.
    e. Furnish and install stripped wood logs and log seats. The size of log seats and logs varies. Natural wood smooth.
    Manufacturer / Vendor: WWW.BAYAREAREDWOOD.COM or equivalent.
        i. (12) Stripped Wood Logs (6' in length and 12" - 18" in diameter). Backless, surface mounted, non-movable.
        ii. (40) Stumps varies sizes (12" - 24" in diameter). Surfaces mounted, non-movable.
        iii. (4) Large Redwood Stump (5' - 7' in diameter)
    a. Build a 10' x 10' stage. Reference link: https://kaboom.org/enhancement-projects/how-to-build-a-10-x-10-stage/

8. Garden Area Enhancements
    a. Remove existing 8'x4'x4' planter beds.
    b. Remove existing drip system lateral pipes and submain line.
    c. Install new drip irrigation system for new (6) planter boxes 8'x4'x2'. Reference OUSD Standard for irrigation and planter beds material and build requirements.
9. Furnish and install privacy screen. Approximately 70 ft.

Note: Excavate a hole measuring 4 feet wide by 4 feet long by 4 feet deep for each tree. Remove and properly dispose of the excavated soil. After planting each tree, backfill the hole with a mixture of soil and compost to promote healthy growth. This is typical for all tree planting locations.

Add Alternates:

a. N/A.

Inclusions:

1. Area of work must be fenced off to ensure a safe working environment on site. Materials should also be staged within a fenced area.
2. Materials and debris generated during construction must be hauled off site after the work is completed.
3. Must provide your own dumpster.
4. Site must be scrubbed, and pressure washed after the completion of contractor's work. Newly installed play structure(s) must be wiped down.
5. Post-work inspections will be coordinated with a firm provided by OUSD.
6. Deliveries must be coordinated with OUSD.
7. Include furnishing and installation of (2) root watering systems (RWS) for each tree. Reference: https://store.rainbird.com/rwsb1401-rain-bird-rws-root-watering-system-36-in-tube-0-25-gpm-bubbler-4-in-grate.html?utm_source=google&utm_medium=cpc&utm_campaign=RainBirdPLA&utm_term=%7Bkeyword%7D .

Reference documents:

1. Update School Yard Diagram.
2. Update Project Schedule.
3. OUSD planter beds and irrigation standards
4. Soil Characterization Report.
5. Site underground utilities scanning and topographic survey.
6. LSI's Play Structure Design Drawing
7. LSI's Play Structure Installation Manual

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON THE FORM OF PROPOSAL

End of Addendum No. 2

Nicholas Gutierrez owner 10/10/25

a. Bid cover sheet.
b. Bid form, including proof of signers' authority.
c. Bid security.
d. Designation of Subcontractors.
e. Noncollusion Declaration.
f. Sufficient Funds Declaration.
g. Fingerprinting Notice and Acknowledgement.
h. Iran Contracting Act Certification (if required; see the form)
i. ~~Local Business Participation Form. [Not required]~~
j. Schedule Z Debarment Certification.
k. Site Visit Certification (if required; see above).
l. DVBE Certification (if DVBE is required; see above). - N/A
m. DVBE Worksheet (if DVBE is required; see above). - N/A
n. Proof of Registration per Labor Code §1725.5.

44. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The Contract Time shall be seventy-five (75) calendar days. See Article III of the Agreement for details about the Contract Time and any milestone deadlines.

Liquidated damages for delay in Completion of the Work within the Contract Time, or for delay in completion of a specified portion of the Work by a milestone deadline, will accrue and may be assessed as provided in the Contract Documents, including Article III of the Agreement and Article 19 of the General Conditions.

[END OF INSTRUCTIONS TO BIDDERS]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/7/2025

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
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova, CA 95742

License#: 0F82764

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 877-308-9663 FAX (A/C, No): 916-400-2625
E-MAIL ADDRESS: certs@inszoneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company	12831
INSURER B : California Automobile Insurance Co	38342
INSURER C : Kinsale Insurance Company	38920
INSURER D : Clear Spring Property and Casualty Company	15563
INSURER E : Navigators Insurance Company	42307
INSURER F : Evanston Insurance Company	35378

INSURED
Nicholas Gutierrez DBA: N G Builders
3100 Dutton Avenue, Suite 223
Santa Rosa, CA 95407

NGBUILD-01

COVERAGES **CERTIFICATE NUMBER:** 582083588 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	NXTOGICJ4P-04-GL	7/6/2025	7/6/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	BA040000083490	9/5/2025	9/5/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR	Y		0100323160-1	7/6/2025	7/6/2026	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	CWC00036804	7/3/2025	7/3/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Equipment Floater			04-IM060580	10/24/2025	10/24/2026	Scheduled Equipment	$93,268
E	Equipment Floater			04-IM060580	10/24/2025	10/24/2026	Deductible	$2,500
F	Pollution Liability			CPLMOL133804	8/19/2025	8/19/2026	Aggregate/Occurence	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Oakland Unified School District- Harriet Tubman CDC - 800 33rd Street Oakland CA 94608

Additional Insured on the General Liability and Auto Liability. Primary and Non-Contributory on the General Liability. Waiver of Subrogation on the General Liability, Auto Liability and Workers Compensation. Excess follows form, subject to the terms and conditions of the policy.

The aforementioned coverage is provided to the extent in the attached forms for: Oakland Unified School District its officers, elected officials, employees, agents and volunteers.

CERTIFICATE HOLDER

Oakland Unified School District
955 High St,
Oakland, CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Policy Number: NXTOGICJ4P-04-GL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

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

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

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

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

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

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

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

whichever is less.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

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

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

A. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf
with respect to:

a. Premises you own, rent, lease, or occupy; or
b. Your ongoing operations performed for that insured.

B. The insurance afforded to such additional insured:

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

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

C. The Limits of Insurance applicable to the additional insured are the lesser of those specified in:
1. The written contract or agreement; or
2. The Declarations for this policy, whichever is less.
Such are included in, and not in addition to, the Limits of Insurance shown in the Declarations.

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

All other terms and conditions of the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

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

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

1. Lessor of Leased Equipment

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

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

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

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

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

2. Managers or Lessors of Premises

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

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

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

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

3. Grantor of Franchise

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

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

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

1. Required by the contract or agreement; or

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

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

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

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

All other terms and conditions of the policy remain unchanged.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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POLICY NUMBER: BA040000083490

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II - Liability Coverage,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV – BUSINESSS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, the following is added:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100323160-1	07/06/2025 12:01AM at the Named Insured address shown on the Declarations	NG Builders LLC
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

A. This insurance is amended to include any person or organization you are required to include as an Additional Insured on this Policy by written contract in effect during the policy period and executed prior to the occurrence of the injury or damage, but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the Named Insured and is proximately caused by "your work" or "your product" for the Additional Insured.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. The insurance provided to the Additional Insured under this endorsement is limited as follows:

1. This insurance does not apply to injury or damage arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract. If such insurance is required by written contract, the insurance provided to the Additional Insured is limited to the alleged or actual vicarious liability imposed on the Additional Insured as a result of the alleged or actual negligent conduct of the Named Insured as a result of liability solely caused by "your work" or "your product" for the Additional Insured.
2. This insurance is excess over any valid and collectible insurance issued specifically to the Additional Insured as a named insured, except when the written contract requires that such insurance apply on an excess basis over the insurance provided to the Additional Insured by this policy.
3. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured
4. This insurance does not apply to injury or damage arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION IV – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of occurrence, claim or suit:

1. The Additional Insured must promptly give notice of an occurrence, a claim which is made or a suit, to any other insurer which has insurance for a loss to which this insurance may apply.

2. The Additional Insured must promptly tender the defense of any claim made or suit to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

E. For the purposes of this endorsement, the following are added to the **DEFINITIONS** Section of this Policy:

"Your work":

- **a.** Means:
  - **(1)** Work or operations performed by or on behalf of the Named Insured; and
  - **(2)** Materials, parts or equipment furnished in connection with such work or operations.
- **b.** Includes
  - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the Named Insured's work, and
  - **(2)** The providing of or failure to provide warnings or instructions.

"Your product":

- **a.** Means:
  - **(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - **(a)** You;
    - **(b)** Others trading under your name; or
    - **(c)** A person or organization whose business or assets you have acquired; and
  - **(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- **b.** Includes
  - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - **(2)** The providing of or failure to provide warnings or instructions.
- **c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMMERCIAL EXCESS LIABILITY POLICY

PROVISIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is covered and not covered. Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an insured under the "underlying insurance". The words "we" and "us" refer to the Company shown in the Declarations. Other words and phrases that appear in quotation marks have special meanings. Refer to **SECTION II--DEFINITIONS**.

SECTION I- COVERAGE

A. INSURING AGREEMENT

We will pay on behalf of the Named Insured those sums in excess of the "underlying insurance" that you become legally obligated to pay as damages because of injury or property damage to which this insurance applies, provided that the damages would be covered by the "underlying insurance(s)", but for the exhaustion of the applicable Limits of Insurance.

This policy shall follow the terms, definitions, conditions and exclusions of the "primary insurance" and of any other "underlying insurance" only to the extent coverage is further limited or restricted by the terms and conditions of such other "underlying insurance"; subject always to the policy period, policy limits, premiums and all other terms, definitions, conditions and exclusions of this policy. If any provisions of the "underlying insurance" conflict with any provisions of this policy, the provisions of this policy will apply.

This policy will not, in any event, provide broader coverage than that provided by the "underlying insurance".

The amount we will pay for damages shall not exceed the Limits of Insurance stated in **Item 1** of the Declarations.

B. DEFENSE, INVESTIGATION, SETTLEMENT

1. When the Limit of Insurance of "underlying insurance" have not been exhausted, the Company will have the right but not the duty to participate in the investigation, defense and settlement of claims or suits against you seeking damages because of injury or damage to which this insurance might apply. If a claim or suit is settled within the limits of insurance of the "underlying insurance(s)", no costs will be payable by the Company.

2. When the Limit of Insurance of "underlying insurance" are exhausted by payments of judgments, settlements, and any costs or expenses subject to such limit, we will have a duty to defend claims or suits to which this insurance applies. We may, at our discretion, investigate and settle any claims or suits however we will have no duty to defend an insured against any claim or suit seeking damages to which this insurance does not apply. No other duty, obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for elsewhere in this policy.

3. Subject to the above provisions, costs incurred by you without the written consent of the Company shall be paid by you.

4. When we assume the defense of any claim or suit against you that seeks damages covered by this policy, we will pay all costs to the extent that such payments are not covered elsewhere.

5. If the "primary insurance" includes defense costs and expenses within the limits of insurance of those policy(ies), then any such payments we make are included within and will reduce the Limits of Insurance of this policy as shown in **Item 1** of the Declarations.

6. We will have no duty to investigate, defend or settle claims or suits brought against you once the Limits of Insurance of this policy as stated in **Item 1** of the Declarations are exhausted, or if claims or suits brought against you are excluded from coverage under this policy.

SECTION II- DEFINITIONS

1. "Primary insurance" means the "underlying insurance" policy(ies) listed as "primary insurance" in the Schedule of Underlying Insurance forming a part of this policy.

2. "Underlying insurance(s)" - means:

   All policies or self insurance, including the "primary insurance", listed in the Schedule of Underlying Insurance and any replacements or renewals of them, provided that such replacement or renewal policy(ies) provide coverage equivalent to and afford limits of insurance equal to or greater than the policy(ies) being renewed or replaced.

   Policies purchased or issued for newly acquired or newly formed organizations shall not be more restrictive than any of the policies included in the Schedule of Underlying Insurance.

   If any "underlying insurance" is subject to a sublimit, this insurance shall not drop down as excess of such sublimit, however, the limit of insurance of the "underlying insurance" shall be recognized as depleted to the extent of the underlying insurer's payment of loss subject to such sublimit.

SECTION III- EXCLUSIONS

All exclusions in the "underlying insurance", will also apply to the Limits of Insurance and coverages available under this policy. If there are conflicts in the exclusions of the "underlying insurance" with any of the exclusions of this policy, the exclusions in this policy will apply.

1. **Uninsured Motorists, Underinsured Motorists and No Fault**
   This insurance does not apply to any liability, loss and/or damage, expense, costs, or defense arising out of any:

   a. Uninsured or Underinsured Motorist law; or
   b. No Fault Law, Automobile Medical Payments Coverage or similar act or law; or
   c. Any automobile accident reparation law.

2. **Lead, Asbestos, Silica, Erionite**
   This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving asbestos, lead, silica or erionite, including any expenses or any obligations to share damages with or repay anyone else who must pay damages from asbestos, lead, silica or erionite.

   This exclusion applies to:

a. Any injury or damages of any type arising out of the inhalation, ingestion, exposure to, absorption of, or toxic substance from asbestos, lead, silica or erionite in any form or from any goods, products or structures containing same;
b. The existence of asbestos, lead, silica or erionite in any form in occupancy or construction or the manufacture, sale, transportation, handling, storage, disposal, removal or degradation of same or goods or products containing asbestos, lead, silica or erionite;
c. Any hiring, placement, supervision, training, retention, act, error or omission; or
d. Any recommendations, requests or warnings, or, advice given or that should have been given, as well as any costs, including but not limited to abatement, mitigation, degradation, removal, containment, treatment, detoxification, neutralization or disposal of same or in any way respond to or assess the effects of asbestos, lead, silica or erionite.

3. **Discrimination**
This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving discrimination of any kind, whether actual or alleged, nor to any expenses or obligation to share damages with or repay another who must pay damages from discrimination.

4. **Employment Practices**
This insurance does not apply to liability for employment-related practices, regardless of allegations, nor to any expenses nor to any obligation to share damages with or repay anyone else who must pay damages from same including but not limited to:
a. Refusal to employ or termination of employment;
b. Discrimination, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment in any form, humiliation or other employment related practices, policies, acts or omissions;
c. Consequential injury as a result of a. or b. above.

5. **Classification Limitation**
This insurance applies only to the operations that are described in the DESCRIPTION OF OPERATIONS shown on the Declarations page of this policy.

6. **Duty To Defend**
Where there is no coverage under this policy, there is no duty to defend.

7. **Professional Liability**
This insurance does not apply to professional liability, malpractice, errors, or omissions or acts of any type including rendering or failure to render any type of professional service nor to any expenses or any obligation to share damages with or repay anyone else who must pay damages from same, unless such Professional Liability coverage is specifically endorsed onto this policy or included as "underlying insurance".

8. **Fiduciary**
This insurance does not apply to any claim or suit arising directly from or indirectly out of, related to, or, in any way involving:
a. Coercion, conversion or misappropriation of the funds or property of others;
b. Dishonest, fraudulent, criminal or malicious acts or omissions of the insured, or any partner or employee or any person for whom you are legally responsible; or
c. Activities or operations performed in the capacity of a fiduciary.

9. **War**

This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving:

a. Hostile or warlike action in time of peace or war, including any action in hindering, combating or defending against an actual impending or expected attack by:
   1) Any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
   2) Military or naval or air forces, or
   3) An agent of 1) or 2) above, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion, or biological, chemical or radiological discharge shall be conclusively presumed to be such hostile or warlike action by such a government, power, authority or forces.

b. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.

10. **Prior Injury or Damage**

This insurance does not apply to injury or damage which begins or takes place before the inception date of this policy, regardless of whether or not such injury or damage is known to any insured; provided that when "primary insurance" applies on a claims-made basis, this insurance does not apply to injury or damage which begins or takes place before the retroactive date of this policy. If the retroactive date of this policy differs from that of any "underlying insurance", the retroactive date of this policy shall apply. This exclusion shall apply even though the nature and extent of such damage or injury may change and even though the damage or injury may be continuous, progressive, cumulative, changing or evolving, and even though the occurrence causing such injury or damage may be or may involve a continuous or repeated exposure to substantially the same general harm or condition.

If you are a contractor, builder or developer the following also applies:

All property damage to units of or within a single project or development and arising from the same general type of harm or condition, shall be deemed to occur at the time of damage to the first such unit, even though the existence, nature and extent of such damage may change and even though the occurrence causing such property damage may be or involve a continuous or repeated exposure to substantially the same general harm or condition which also continues or takes place (in the case of repeated exposure to the substantially the same general harm or condition) during the policy period of this policy.

11. **Sublimited Coverages**

This insurance does not apply to liability arising out of any coverages shown in the Schedule of Underlying Insurance that have limits lower than the per occurrence or per claim limit, or the aggregate limits shown for that particular scheduled "underlying insurance".

This exclusion applies regardless of the limits of insurance of the "underlying insurance" and whether or not those limits of insurance are part of, in addition to, or, separate from the limits of insurance of the "underlying insurance".

12. **ERISA**

This insurance does not apply to any liability arising out of the Employee Retirement Income Security Act of 1974 (ERISA) including any amendments thereto or any similar state, statutory or common law.

13. **Occupational Disease**

a. Any injury to any insured's employee(s) arising from an "occupational disease(s)"; or

b. Any injury to any person or any claims by any person that they sustained injury or the fear of sustaining injury arising out of any contact with, handling of, inhalation, absorption or exposure to any environmental, chemical, or toxic agent or substance including any dust or fumes there from arising out of the insured's operations.

"Occupational disease(s)" means any physical or mental disease, condition or disability of any employee(s) of any insured arising out of the insured's operations or conditions of employment, including any disease, condition or disability from a repetitive operation or any contact with, handling of, inhalation, absorption or exposure to any environmental, chemical or toxic agent or substance including any dust or fumes there from arising out of the insured's operations.

14. **Property in the Care, Custody or Control of Insured**

Property damage to property in the care, custody or control of any insured or the employee(s) of any insured, over which the insured or any of the insured's employees are for any purpose, exercising physical control.

15. **Fungi and Bacteria**

Bodily injury or property damage that in any way, in whole or in part, arises out of, relates to or results from:

a. Actual, alleged or threatened exposure to, consumption of, ingestion of, inhalation of, absorption of, existence of or presence of "fungi or bacteria" in any manner or form whatsoever;

b. The actual or alleged failure to warn, advise or instruct related to "fungi or bacteria" in any manner or form whatsoever;

c. The actual or alleged failure to prevent exposure to "fungi or bacteria" in any manner or form whatsoever; or

d. The actual or alleged presence of "fungi or bacteria" in any manner or form whatsoever, in any place whatsoever, whether or not within a facility owned or used by the Named Insured, including the contents of such facility.

This exclusion includes, but is not limited to, compliance with any request, demand, order, or statutory or regulatory requirement, or any other action authorized or required by law, or any other claim, demand, loss, cost, or expense arising out of, relating to or resulting from the investigation of, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi or bacteria", as well as any loss, costs, fees, expenses, penalties, judgments, fines, or sanctions arising out of, relating thereto or resulting from "fungi or bacteria".

This exclusion does not apply to any "fungi or bacteria" that are intended to be on or contained in food or beverages intended for consumption.

As used in this exclusion, "fungi or bacteria" include, without limitation, mold, mildew, yeast, spores, mycotoxins, endotoxins, or other pathogens, as well as any particulates or byproducts of any of the foregoing, either directly or indirectly.

SECTION IV- LIMITS OF INSURANCE

Regardless of the number of insureds under this policy, persons or organizations who sustain injury or damage or claims made or suits brought, the Company's liability is limited as follows:

1. The Limit of Insurance under this policy applies only when the total applicable limits of the "underlying insurance" have been exhausted solely as a result of actual payment of claims for damages by the underlying insurer(s) including if applicable actual payments by the underlying insurer(s) of any costs or expenses incurred in the investigation or defense of any claim.

2. The Limit of Insurance shown in **Item 1** of the Declarations as Each Occurrence is the most we will pay for damages because of bodily injury, property damage, personal and advertising injury arising out of any one occurrence or event.

3. The Limit of Insurance shown in **Item 1** of the Declarations as the Annual Aggregate is the most we will pay for all damages.

4. If the applicable aggregate Limit of Insurance has been reduced by payments of claims or expenses to an amount that is less than the Occurrence limit stated in the Declarations, the remaining aggregate limit of insurance is the most that will be available for payment of damages arising out of any other occurrence.

5. The Limits of Insurance of this policy apply to the entire policy period shown in the Declarations. If this policy is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding policy period for the purposes of determining the Limit of Insurance.

SECTION V- CONDITIONS

If any conditions of the "underlying insurance" conflicts with any conditions of this policy, the conditions of this policy will apply:

1. **Maintenance of Underlying Insurance**
   You will maintain the "underlying insurance" in full force and effect during the term of this policy, and agree to inform us within 30 days of any replacement or material change to that "underlying insurance" by the same or any other company.

   Even if you do not maintain the "underlying insurance" in full force and effect or if you fail to meet all conditions, terms and warranties of such "underlying insurance", this policy will apply as if those policies were available and collectible.

   The aggregate limits of the "underlying insurance" shall be unimpaired at the effective date of this policy and:

   a. If "underlying insurance" applies on an occurrence basis, for the purpose of the insurance provided by this policy, only occurrences taking place during the policy period of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits; or

   b. If "underlying insurance" applies on a claims-made basis, for the purpose of the insurance provided by this policy, only injury or damage taking place after the retroactive date shown in the Declarations of this policy and before the end of the policy period of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

   Even if replacement policies provide coverage with limits of insurance that are less than those indicated in the "underlying insurance" this policy will apply as if the terms, conditions and limits of the original "underlying insurance(s)" were still available and collectible, except insofar as this policy has been endorsed in writing to reflect such changes in the "underlying insurance".

Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable under this policy only to the extent that we would have been liable if you complied.

For the purposes of this policy, if the limit of insurance of any "underlying insurance" is not paid or collectible because of:

a. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance";
b. Any defense which the underlying insurer may assert; or
c. The inability or failure for any reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply (and amounts payable hereunder shall be determined) as if such "underlying insurance" was available and collectible.

No statement contained in this condition limits our right to cancel or not renew this policy.

2. **Other Insurance**
This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent, or any other basis, except any other insurance written specifically to be excess over this policy.

3. **Duties in the Event of an Occurrence, Claim or Suit**
You must see to it that we are notified as soon as practicable of an occurrence that may result in a claim for damages or suit under this policy. To the extent possible, notice should include:
   a. How, when and where the occurrence took place;
   b. The names, addresses, or any injured persons and any witnesses; and
   c. The nature and location of any injury or damage arising out of the occurrence.

   If a claim is made, or suit is brought against you, which is reasonably likely to involve this policy, you must notify us in writing. Written notice should be mailed to the Company at the address shown on the Declarations page of this policy. You and any other insured must:

   a. immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or suit; and
   b. authorize us to obtain records and other information; and
   c. cooperate with us in the investigation, settlement and defense of the claim or suit; and
   d. assist us upon our request, in the enforcement of any right against any person or organization that may be liable to you because of injury or damage to which this policy may apply.

   Except at your own cost, you will not voluntarily make payment, assume any obligation or incur any expense without our consent.

4. **Transfer of Your Rights and Duties Under this Policy**
Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally incapacitated, bankrupt or insolvent, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. In any event, Notice of Cancellation sent to the first Named Insured as shown in the Declarations, and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

5. **Territory**
This insurance applies to occurrences that take place in the coverage territory as it is described below:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

1) Goods or products made or sold by you in the territory described in a. above;

2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

3) Personal and advertising injury offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a suit on the merits, in the territory described in a. above.

6. **Cancellation**

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

1) Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium; or

2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any refund due subject to the minimum earned premium provisions of the policy. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or if the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

7. **Non-Renewal**

a. If we elect not to renew this policy we shall mail written notice to the first Named Insured at the address shown in the declarations. Such written notice of non-renewal shall be mailed at least thirty (30) days prior to the end of the policy period.

b. If notice is mailed, proof of mailing will be sufficient proof of notice.

8. **Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

9. **Representations**

By accepting this policy, you agree that the statements in the Declarations are accurate and complete; those statements are based upon representations you made to us; and we have issued this policy in reliance upon your representations.

10. **Terms, Conditions And Premiums**

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay. On each renewal, continuation or anniversary of the effective date

of the policy or on an annual basis, the Company will determine the rate and premium and may amend the terms and conditions of the policy in accordance with the rates and rules then in effect.

11. **Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

12. **Service Of Suit**

In the event of the failure of the Company to pay any amount claimed to be due under this Policy, the Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and practice of such court.

Service of process in any such suit may be made upon the President and Chief Executive Officer of the Company or his designee at the address shown on the Declarations of this Policy. In any suit instituted upon this contract and against the President and Chief Executive Officer of the Company or his designee, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The President and Chief Executive Officer of the Company or his designee is authorized and directed to accept service of process and will enter a general appearance on behalf of the Company in any such suit.

Pursuant to any statute of any state, territory or district of the United States of America, the Company designates the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary under this Policy arising out of this contract of insurance. The Company designates the above-named as the person to whom said officer is authorized to mail such process or a true copy of such process.

13. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us. That person or organization must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. **Legal Action Against Us**

No one may bring a legal action against us under this Policy unless there has been full compliance with all of the terms of this Policy. No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless it is commenced within twelve (12) months next after discovery by the insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the state within which this Policy is issued, such limitation is invalid then any such claims shall be void unless such action, suit or proceeding is commenced within the shortest limit of time permitted by the laws of such state. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance.

15. **Binding Arbitration**

All disputes under this policy shall be subject to binding arbitration as follows:

a. All disputes over coverage or any rights afforded under this policy, including whether an entity or person is a Named Insured, an insured, an additional insured or the effect of any applicable statutes or common

law upon the contractual obligations owed, shall be submitted to binding arbitration, which shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

The arbitration forum and process shall be agreed to by the parties. In the event the parties cannot agree on an arbitration forum and process, the matter shall be submitted to the American Arbitration Association. The Arbitration shall be before a panel of three arbitrators, unless the parties agree to one arbitrator, all of whom shall have experience in insurance coverage of the type afforded by this policy. If the parties select a panel of three arbitrators, each party shall select an arbitrator and the chosen arbitrators shall select a third arbitrator. The American Arbitration Association shall decide any disputes concerning the selection of the Arbitrators. The potential arbitrators from which the arbitrators shall be selected shall not be confined to those provided by the American Arbitration Association. Each party shall bear the costs of its arbitrator and shall share equally the costs of the third arbitrator and arbitration process. In the event of a single arbitrator, the cost shall be shared equally by the parties. The decision of the arbitration is final and binding on the parties.

b. All disputes regarding payment(s) owed under this policy for any deductible or premium, including but not limited to any audit premium, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the AAA Expedited Procedures. This arbitration shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

Each party will provide relevant documents in support of its position. In order to eliminate undue burden and expense, there shall be no other discovery allowed. The arbitration will be based solely on the documents submitted by the parties and there shall be no in-person or oral hearing. The disputes shall be decided by a single arbitrator. The arbitrator's decision shall be accompanied by a reasoned opinion and shall be binding upon all parties. Any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction to enforce such judgment or award. Each party shall bear its own costs and expenses and an equal share of the arbitrator's fee and any administrative fees associated with the arbitration. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Nuclear Energy Liability Exclusion

1. The insurance does not apply:

A. Under any Liability Coverage, to bodily injury or property damage:

(1) With respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to bodily injury or property damage resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The bodily injury or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this provision:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.025 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:	07/03/2025	Policy No.	CWC00036804	Endorsement No.	0
Insured	N.G Builders LLC			Insurance Company	Clear Spring Property and Casualty Company

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: CIC1964011

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Capitol Indemnity Corporation, 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 Harriet Tubman Child Development Center Play Yard Site Improvement Bid No. 25092, located at 800 33RD Street, Oakland, CA. (the "Contract"), The scope of work consists of Demolish and dispose of the existing play structure, safety surfacing, and asphalt layer within the designated play area. Work includes installing new play structure, PIP (Poured-in-Place) safety surfacing, and a new drainage system to serve the play area, Apply double layer of seal coating. Additional scope includes furnishing and installing new trees with complete irrigation and drainage systems, as well as preparing the nature space and installing nature play elements such as logs, stumps, and similar features. All work shall comply with standard safety requirements and be coordinated with OUSD. Further details are provided in the specifications.

which said agreement dated **December 11, 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 Capitol Indemnity 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 Two Hundred Fifty Nine Thousand Seven Hundred Two & 00/100 Dollars ($259,702.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 7th day of November, 2025.

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

N G Builder Company
Principal

Capitol Indemnity Corporation
Surety
1600 Aspen Commons, Ste. 300,
Middleton, WI 53562

By: _____
Attorney-in-Fact

Michael D. Lapre, Attorney-In-Fact

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

ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF Arizona)SS
COUNTY OF Maricopa)

On 11/7/2025 before me, Michelle Lee Eldridge , Notary Public, personally appeared Michael D. Lapre

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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

MICHELLE LEE ELDRIDGE
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 621594
MY COMMISSION EXPIRES
JANUARY 17, 2027

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☑ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1964011
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------MICHAEL D LAPRE; ESTEBAN FLORES; R.M. FRIEDIK; PHILLIP SIMONS; ARTYCE JOHNSON----------
----------BELINDA JOHNSON; MICHAEL SIMONS; MICHELLE L. ELDRIDGE; J.C. SHIVELY; LAUREN CASEY ALEXANDER; JOHN WILLIAMS----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company 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 valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 7th day of November, 2025.

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: CIC1964011

KNOW ALL MEN BY THESE PRESENTS that we, N G Builder Company, as Principal, and Capitol Indemnity 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 Two Hundred Fifty Nine Thousand Seven Hundred Two & 00/100 Dollars ($259,702.00) 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 **December 11, 2025**, for construction of

the Harriet Tubman Child Development Center Play Yard Site Improvement Bid No. 25092, located at 800 33rd Street, Oakland, CA. (the "Contract"), The scope of work consists of Demolish and dispose of the existing play structure, safety surfacing, and asphalt layer within the designated play area. Work includes installing new play structure, PIP (Poured-in-Place) safety surfacing, and a new drainage system to serve the play area, Apply double layer of seal coating. Additional scope includes furnishing and installing new trees with complete irrigation and drainage systems, as well as preparing the nature space and installing nature play elements such as logs, stumps, and similar features. All work shall comply with standard safety requirements and be coordinated with OUSD. Further details are provided in 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 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 7th day of November, 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)

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

N G Builder Company

(Affix Corporate Seal)

(Corporate Principal)

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

(Affix Corporate Seal)

Capitol Indemnity Corporation
(Corporate Surety)

1600 Aspen Commons, Ste. 300,
Middleton, WI 53562
(Business Address)

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

By:

Michael D. Lapre, Attorney-In-Fact

The rate of premium on this bond is 3% per thousand.

The total amount of premium charged is $7,791.00.

The above must be filled in by Corporate Surety.

ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF Arizona)SS
COUNTY OF Maricopa)

On 11/7/2025 before me, Michelle Lee Eldridge , Notary Public, personally appeared Michael D. Lapre

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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MICHELLE LEE ELDRIDGE
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 621594
MY COMMISSION EXPIRES
JANUARY 17, 2027

Signature

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☑ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1964011
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------MICHAEL D LAPRE; ESTEBAN FLORES; R.M. FRIEDIK; PHILLIP SIMONS; ARTYCE JOHNSON----------
----------BELINDA JOHNSON; MICHAEL SIMONS; MICHELLE L. ELDRIDGE; J.C. SHIVELY; LAUREN CASEY ALEXANDER; JOHN WILLIAMS----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company 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 valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 7th day of November, 20 25.

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

Capitol Indemnity Corporation
1600 Aspen Commons, Middleton, WI 53562

CHANGE RIDER

Bond No. CIC1964011

Date of Bond 11-07-2025

Principal N G Builder Company

Obligee Oakland Unified School District

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or warranties of the above captioned bond, other than as stated below.

This Rider is effective 11-11-2025 and is to be attached to and form a part of the above captioned bond. This Rider is issued on behalf of N G Builder Company as Principal, in favor of the Obligee stated above.

In consideration of the premium charged, it is understood and agreed, on or after the effective date as set forth herein, the Surety consents to:

Change the Effective Date:

From: 11-07-2025

To: 02-16-2026

Said change is applicable only to acts or omissions on or after the effective date as set forth herein.

Provided, however, that the liability of the Surety under the attached bond as changed by this Rider shall in no event be cumulative.

Signed, sealed and dated on November 11, 2025.

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL

Capitol Indemnity Corporation

By: _____
Michael D. Lapre, Attorney-in-Fact

Accepted:

_____

By:

_____

Date: _____

Copyright 2008, Capitol Transamerica Corporation

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1964011

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------MICHAEL D LAPRE; ESTEBAN FLORES; R.M. FRIEDIK; PHILLIP SIMONS; ARTYCE JOHNSON; TARYN CHESTER ----------
----------BELINDA JOHNSON; MICHAEL SIMONS; MICHELLE L. ELDRIDGE; J.C. SHIVELY; LAUREN CASEY ALEXANDER----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company 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 valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 16th day of February, 20 26.

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF Colorado)SS
COUNTY OF Arapahoe)

On November 11, 2025 before me, Lauren Casey Alexander , Notary Public, personally appeared Michael D. Lapre

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 Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

LAUREN CASEY ALEXANDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144013503
MY COMMISSION EXPIRES MARCH 27, 2026

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☑ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CALIFORNIA NEWSPAPER SERVICE BUREAU

DAILY JOURNAL CORPORATION

Mailing Address : 915 E 1ST ST, LOS ANGELES, CA 90012
Telephone (800) 788-7840 / Fax (800) 464-2839
Visit us @ www.LegalAdstore.com

Juanita Hunter
OAKLAND USD/FACILITIES PLANNING & MGMT
955 HIGH ST
OAKLAND, CA 94601

CNS# 3967856

COPY OF NOTICE

Notice Type: BID NOTICE INVITING BIDS

Ad Description
HARRIET TUBMAN CDC PLAY YARD SITE IMPROVEMENT PROJECT

To the right is a copy of the notice you sent to us for publication in the EL MUNDO. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

09/18/2025

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	$638.13
Total	$638.13

00 11 33
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Oakland Unified School District ("District") will receive bids up to, but not later than **02:00 p.m. on October 2, 2025,** sealed bids for the award of a contract for:

BID NO. 25092
Harriet Tubman Child Development Center Play Yard Site Improvement 800 33rd Avenue, Oakland, CA 94621

Bids shall be received at
Front Desk
Facilities Planning & Management, 955 High Street, Oakland, CA, 94601

and shall be opened and publicly read aloud at the above state time and place. Responses must be sealed and clearly marked "Harriet Tubman **Child Development Center Play Yard Site Improvement, BID NO. 25092**." Facsimile or electronic copies of the bid will not be accepted. Bids received after the above-specified time may be rejected. The Project includes Demolish and dispose of the existing play structure, safety surfacing, and asphalt layer within the designated play area. Work includes installing new play structure, PIP (Poured-in-Place) safety surfacing, and a new drainage system to serve the play area, Apply double layer of seal coating. Additional scope includes furnishing and installing new trees with complete irrigation and drainage systems, as well as preparing the nature space and installing nature play elements such as logs, stumps, and similar features. All work shall comply with standard safety requirements and be coordinated with OUSD. Further details are provided in the specifications. There will be a **mandatory** Pre-Bid Conference at the **Front Entrance, Harriet Tubman CDC, 800 33rd Avenue, Oakland**, on **September 25, 2025, at 11:00 a.m.** for the purpose of acquainting all prospective bidders with the bid documents and the work site. Please notify the **Project Manager,** April Clement, email address: April.clement@ousd.org / Ph# 510-879-2721. Failure to attend this mandatory pre-bid conference may disqualify the non-attending bidder from the bid.

Engineer's Estimate: **$320,000**

Each bid must conform and be responsive to this notice and all other documents comprising the contract documents. All interested parties may obtain additional information by contacting, **Project Manager**, April Clement, email: April.clement@ousd.org.

All forms must be completed, signed, and returned with the bid. No bidder may withdraw its bid for a period of sixty (60) calendar days after the date set for the receipt of bids. The successful bidder shall file a payment bond issued by an admitted Surety authorized to conduct business in the State of California approved by the District. Pursuant to the Contract Documents, the successful binder will be required to furnish a Payment and Performance Bond in the amount of one hundred percent (100%) of the Contract Sum.

This Project is a public works project and is subject to the payment of prevailing wages. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract that will be awarded to the successful bidder, copies of which are available to the public on the internet at http://www.dir.ca.gov/DLSR/ or from the District Purchasing Department, upon request.

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

This Contract is not subject to prequalification pursuant to Public Contract Code section 20111.6. The contractor must be listed on the current OUSD certification list

This bid is not subject to Disabled Veteran Business Enterprise requirements.

Contract Plans & Specifications Documents will be available for review on or after **September 17, 2025**, at East Bay Blue Print, located at 1745 14th Avenue, Oakland, CA, 94606. All requests should be addressed Attention: Sandy Petty. Plans can be ordered by: Phone: 510-261-2990 Fax: 510-261-6077 Email: ebbp@eastbayblueprint.com, Attn: Sandy. Online using the Plan Command System at www.eastbayblueprint.com or plans can be delivered to a place of business, at requester's own expense. Payment for plan sets must be made with East Bay Blue Print and are **NON-REFUNDABLE.**

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

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

The successful bidder and all subcontractor(s) shall comply with all applicable Labor Code provisions, which include, but are not limited to, the payment of not

* A 0 0 0 0 0 0 7 2 0 2 7 7 0 *

less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Each Bidder submitting a bid must be a Department of Industrial Relations registered contractor pursuant to Labor Code section 1725.5 ("DIR Registered Contractor"), unless an exception expressly provided in the Labor Code applies. This project is subject to compliance monitoring and enforcement by the DIR. If awarded the Contract, at all times during performance of the work, the Bidder and all Subcontractors of any tier shall be DIR Registered Contractors and continue to comply with all DIR requirements.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classifications: **A-General Engineering and/or B-General Building Contractor**. No bid will be accepted from a contractor who has not been licensed in accordance with the California Business and Profession Code at the time the bid is submitted.

The Contract Time shall be Seventy-Five (75) calendar days, and liquidated damages for delay shall accrue.

The District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in the bid or in the bidding process.

9/18/25

CNS-3967858#

EL MUNDO

TRADE JOURNALS - NOTICE TO BIDDERS - HARRIET TUBMAN CDC PLAY YARD SITE PROJECT

External

PLAN ROOMS
TRADE JOURNALS



Juanita Hunter <juanita.hunter@ousd.org> Thu, Sep 18, 11:53 AM

to Support@bidamerica.com, doug, sbe, cacgoodfaith, candspublishing, sarah, info, info, support, info,

Hello Trade Journals,

I am providing the attached Notice to Bidders for your reference.

Best Regards,

Juanita Hunter, Specialist, Facilities Contracts & Bids
Facilities Planning & Management
955 High Street, Oakland, CA 94601
P 510-535-7044, F 510-535-7040
OUSD "Education Matters"

One attachment • Scanned by Gmail

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Harriet Tubman CDC Site Improvements	Site	825

Basic Directions

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

Attachment Checklist	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	N G Builder Company	Agency's Contact	Josie Marrufo					
OUSD Vendor ID #	009085	Title						
Street Address	3100 Dutton Avenue, Suite 223	City	Santa Rosa	State	CA	Zip	95407	
Telephone	707-890-2896	Policy Expires						
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	25092							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	2-16-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	05-2-2026
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$259,702.00	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
9186/8500	COI	120-9186-0-8500-8500-6274-825-9180-8500-9999-99999	6274	$259,702.00

Approval and Routing (in order of approval steps)

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

1.	**Division Head**	**Phone**	510-535-7038	Fax 510-535-7082
	Executive Director, Facilities			
	Signature Jessica Cannon	Date Approved		
2.	**OUSD Legal Counsel, Facilities** Legal Counsel (Nov 13, 2025 21:32:15 PST)			
	Signature James Traber	Date Approved	11/13/2025	
3.	**Chief Systems & Services Officer**			
	Signature Preston Thomas (Nov 13, 2025 22:07:28 PST)	Date Approved	11/13/2025	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT