

| Board Office Use: Legislative File Info. | |
|---|------------|
| File ID Number | 25-1350 |
| Introduction Date | 06-25-2025 |
| Enactment Number | |
| Enactment Date | |



Memo

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

Board Meeting Date June 25, 2025

Subject Change Order No. 1, Agreement Between Owner and Contractor – RF Contractors – Edna Brewer Middle School Flooring Replacement 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 RF Contractors, Oakland, CA**, for the later to demolish and install VCT flooring in the cafeteria, and install Forbo Moaroleum tiles in the office area of the main building, as identified in the PCO No. 1 for the **Edna Brewer Middle School Flooring Replacement Project**, in the not-to-exceed amount of **\$70,045.26**, increasing the contract price from **\$357,000.00** to **\$427,045.26**. All other terms and conditions of the Agreement remain the same in full force and effect.

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

LBP (Local Business Participation Percentage) 00.0%

Recommendation Approval by the Board of Education of Change Order No. 1, Agreement Between Owner and Contractor, by and between the District and RF Contractors, Oakland, CA, for the later to demolish and install VCT flooring in the cafeteria, and install Forbo Moaroleum tiles in the office area of the main building, as identified in the PCO No. 1 for the Edna Brewer Middle School Flooring Replacement Project, in the not-to-exceed amount of \$70,045.26, increasing the contract price from \$357,000.00 to \$427,045.26. All other terms and conditions of the Agreement remain the same in full force and effect.

Fiscal Impact KIT- Kitchen Infrastructure & Training Grant (Kitchen & Cafeteria Only)

Attachments

- Change Order No. 1 and Other Documents
- File ID: 25-0841

CHANGE ORDER

Owner: Oakland Unified School District
Project: Edna Brewer Flooring Replacement Project
School: Edna Brewer Middle School
Contractor: RF Contractors DBA Royal Flooring

Change Order No.: 1

Date: May 1st, 2025

DSA File No.: _____
DSA Application No.: _____
OUSD Project #: 70055
Project Manager: Marcus Board

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): Remove and dispose of existing VCT flooring. Prepare subfloor surfaces as needed to ensure proper adhesion and finish prior to new flooring installation. Furnish and Install Forbo Moarmoleum Modular Tiles (19.69" x 19.69") throughout Cafateria in color Calico-T2713 and Scarlet T3131 including an 8" x 28" (Scarlet or Berlin Red) center detail in designated locations. Install 4" black rubber base at all perimeters as shown in the attached floor plans.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$70,045.26

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

Director Initials _____

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

| | |
|---|----------------|
| Original Contract Price (include all special and contingency allowances): | \$357,000.00 |
| Prior Change Orders: | + \$0.00 |
| Total Contract Price Prior to this Change Order | = \$357,000.00 |
| This Change Order’s Adjustment: | + \$70,045.26 |
| Adjusted Contract Price (include all special and contingency allowances): | = \$427,045.26 |
| Current Change Order’s Percentage of Original Contract Price: | 19.6% |
| Total Change Orders’ Percentage of Original Contract Price: | 19.6% |

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: | 60 Calendar Days |
| Prior change order adjustments to contract time: | + 0 Calendar Days |
| This change order’s adjustment to contract time: | + 0 Calendar Days |
| Adjusted contract time: | = 0 Calendar Days |
| Start Date per Notice to Proceed: | June 2nd, 2025 |
| Completion Deadline Based on Adjusted Contract Time: | August 5th, 2025 |

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

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

| | | |
|--|--|---|
| <p>Approved: Architect of Record</p> <p>_____ Print Name:</p> <p>_____ Signature:</p> <p>_____ Date:</p> <p><u>Approved as to Form:</u>  OUSD Facilities Counsel</p> <p>Date: 05/27/2025</p> | <p>Approved and Agreed: General Contractor</p> <p>Candace Wagner _____ Print Name:</p> <p> _____ Signature:</p> <p>5/1/2025 _____ Date:</p> | <p>Approved and Agreed:  _____ Director of Buildings & Grounds</p> <p>5/1/25 _____ Date:</p> <p> _____ Chief of Systems & Services Officer</p> <p>5/1/25 _____ Date:</p> |
|--|--|---|

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7040

(Proposed Change Order) No. 1

[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: Edna Brewer Flooring Replacement Project
Edna Brewer Middle School

DATE: MAY 1st, 2025

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: ____-____

CONTRACTOR: RF CONTRACTORS

DSA APP NO.: ____-____

8055 Collins Dr, Suite 105
Oakland, CA 94621

OUSD PROJECT #: 70055

PROJECT MANAGER: Marcus Board

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): Remove and dispose of existing VCT flooring. Prepare subfloor surfaces as needed to ensure proper adhesion and finish prior to new flooring installation. Furnish and Install **Forbo Moarmoleum Modular Tiles** (19.69" x 19.69") throughout Cafeteria in color Calico-T2713 and Scarlet T3131 including an 8" x 28" (Scarlet or Berlin Red) center detail in designated locations. Install 4" black rubber base at all perimeters as shown in the attached floor plans.

OTHER PROPOSED CHANGES TO THE CONTRACT: None.

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$70,045.26

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

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

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7040

CERTIFICATION

I, Mario Wagner, declare the following:

RF Contractors DBA Royal Flooring has contracted with OUSD for the Edna Brewer Flooring Replacement Contract. RF Contractors DBA Royal Flooring authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated 4/30/25, and requesting \$191,527.94 and I prepared the attached COR. I am the most knowledgeable person at RF Contractors DBA Royal regarding this COR.

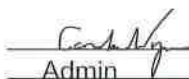
The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that 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 RF Contractors DBA Royal Flooring.

The attached COR 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, 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 OUSD is responsible under its Contract with RF Contractors DBA Royal Flooring.


While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for RF Contractors DBA Royal Flooring when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR 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 30th, 2025, at Oakland, California.

 [signature]
Admin [name of declarant]

| | | |
|--|--|---|
| Approved: Architect of Record | Approved and Agreed: General Contractor | Approved and Agreed:  Director of Buildings & Grounds |
| Date: | 4/30/2025 Date: | Date: 5/1/25  Chief Systems & Services Facilities |
| | | Date: 5/1/25 |

| | | | |
|---|---|---|--|
|  | RF CONTRACTORS DBA Royal Floors Web: www.rfcontractors.com Email: cwagner@rfcontractors.com Tel: 510-210-7228 | Edna Brewer Flooring Replacement Project | |
| | | 3748 13th Avenue, Oakland, CA 94610 OUSD PROJECT NO. 70055 | |

| S# | DETAIL # | DESCRIPTION | QTY. | QTY. W | UNIT PRICE | Plus TAX | TOTAL PRICE |
|----|----------------------------|--|------|--------|------------|-----------|--------------------|
| | | GENERAL REQUIREMENTS | 1 | LS | | | |
| | | DIVISION 09 - FINISHES | | | | | |
| | | FLOOR FINISHES | | | | | |
| | Finish Schedule | Armstrong Imperial Texture tile 12x12 Color Sandrift | 0 | 0 | \$89.55 | \$ 99.18 | \$ - |
| | | Armstrong Imperial Texture tile 12x12 Color Ruby Red | 0 | 0 | \$89.55 | \$ 99.18 | \$ - |
| | | Armstrong S-515 Adhesive | 0 | 0 | \$96.50 | \$ 106.87 | \$ - |
| | | Burke 4" rubber base color Black | 168 | 184.8 | \$178.00 | \$ 197.14 | \$ 364.31 |
| | | Forbo Moarmoleum Modular Tiles (19.69" x 19.69") Color Cloudy Sand | 2025 | 2227.5 | \$416.23 | \$ 460.97 | \$ 19,085.90 |
| | | Forbo Moarmoleum Modular Tiles (19.69" x 19.69") Color T3131 Scarlet or T3352 Berlin Red (TBD) | 621 | 683.1 | \$416.23 | \$ 460.97 | \$ 5,853.01 |
| | | Standard Sustain 1195 Adhesive | 2646 | 2910.6 | \$288.38 | \$ 319.38 | \$ 1,859.18 |
| | | Burke Base Adhesive | 168 | 184.8 | \$10.78 | \$ 11.94 | \$ 73.54 |
| | | | | | | | |
| | | Subtotal | | | | | \$27,235.93 |

| | | | | | | |
|--|--------------|--|-------------|----------------|-----|----------------------------|
| | LABOR | Demo existing VCT | 2646 | 66.15 | HRS | INSTALLERS 7-10 |
| | | Prep Flooring Prior to installation | 2646 | 69.2289579 | HRS | |
| | | Install Armstrong Imperial Texture tile 12x12 Color Sandrift | 0 | 0 | HRS | |
| | | Install Armstrong Imperial Texture tile 12x12 Color Ruby Red (custom border) | 0 | 0 | HRS | |
| | | Forbo Moarmoleum Modular Tiles (19.69" x 19.69") Color Cloudy Sand (Custom Border) | 2025 | 57.8571429 | HRS | |
| | | Forbo Moarmoleum Modular Tiles (19.69" x 19.69") Color T3131 Scarlet or T3352 Berlin Red (TBD) (Custom Border) | 621 | 17.7428571 | HRS | |
| | | Installation of Rubber Base | 168 | 1.68 | HRS | |
| | | | | | | |
| | | | 8106 | 212.659 | | |

| | | | | |
|-------------------------|----|-------|-------------|--------------------|
| Supervisor | \$ | 50.00 | \$8,578.30 | |
| Soft Floor Layer | \$ | 95.64 | \$20,338.70 | |
| Apprentice | \$ | 91.66 | \$3,898.46 | |
| Estimator | | | \$0.00 | |
| Submittals | | | \$0.00 | |
| Contract and Compliance | | | \$0.00 | |
| Total | | | \$32,815.47 | |
| Fed/StateTax | | | \$3,626.11 | Change Order 1 |
| Subtotal | | | | \$63,677.51 |



RF Contractors
 8055 Collins Drive
 Oakland, CA 94621
cwagner@rfcontractors.com

Candace Wagner

Change Order

| PROJECT NAME | | CO NUMBER | DATE OF REQUEST |
|--|---|-------------------------|--------------------|
| Edna Brewer Middle School | | 1 | 4/11/2025 |
| PROJECT LOCATION | | PROJECT ID | DRAWING ID |
| 3748 13th Ave, Oakland, CA 94610 | | | |
| RFI OVERVIEW | | SECTIONS (S) REFERENCED | |
| CHANGE IN COST | | CHANGE IN TIME | |
| NO CHANGE | | NO CHANGE | |
| INCREASE IN COST | X | INCREASE IN TIME | #OF DAYS= |
| DECREASE IN COST | | DECREASE IN TIME | #OF DAYS= |
| DESCRIPTION | | | |
| <p>Change Order 1 Forbo in Cafateria \$63,677.51</p> <p>Remove and dispose of existing VCT flooring.</p> <p>Prepare subfloor surfaces as needed to ensure proper adhesion and finish prior to new flooring installation.</p> <p>Furnish and Install Forbo Moarmoleum Modular Tiles (19.69" x 19.69") throughout Cafateria in color Calico-T2713 and Scarlet T3131 including an 8" x 28" (Scarlet or Berlin Red) center detail in designated locations. Install 4" black rubber base at all perimeters as shown in the attached floor plans.</p> | | | |
| | | Total | \$63,677.51 |
| | | OH&P | \$6,367.75 |
| | | SUBTOTAL | \$70,045.26 |
| NAME & TITLE OF RESPONDING PARTY | | | DATE OF RESPONSE |

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---------------------|--|-------------|-----|
| Project Name | Edna Brewer Middle School Flooring Replacement Project | Site | 210 |
|---------------------|--|-------------|-----|

Basic Directions

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

| | |
|-----------------------------|---|
| Attachment Checklist | <input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider |
|-----------------------------|---|

Contractor Information

| | | | | | | | |
|---------------------------|---|-------------------------|---|--------------|----|------------|-------|
| Contractor Name | R. F. Contractors | Agency's Contact | Mario Wagner | | | | |
| OUSD Vendor ID # | 009021 | Title | Manager | | | | |
| Street Address | 8055 Collins Drive, Suite 105 | City | Oakland | State | CA | Zip | 94621 |
| Telephone | 510-228-2994 | Policy Expires | | | | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| OUSD Project # | PR70055 | | | | | | |

Term of Original/Amended Contract

| | | | |
|--|----------|---|------------|
| Date Work Will Begin (i.e., effective date of contract) | 6-6-2025 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 08-05-2025 |
| | | New Date of Contract End (If Any) | |

Compensation/Revised Compensation

| | | | |
|---|----|--|--------------|
| If New Contract, Total Contract Price (Lump Sum) | \$ | If New Contract, Total Contract Price (Not To Exceed) | \$ |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Change in Price | \$ 70,045.26 |
| 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 |
|------------|----------------|--|-------------|-------------|
| 7032/9000 | KIT | 010-7032-9-9000-3700-5671-991-9910-9800-9999-99999 | 5671 | \$70,045.26 |

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 |
| | Director, Buildings and Grounds | | | | |
| | Signature | Date Approved | | | |
| 2. | General Counsel, Facilities | | | | |
| | Signature <i>James Traber</i> | Date Approved | 05/27/2025 | | |
| 3. | Chief Systems & Services Officer | | | | |
| | Signature <i>Preston Thomas</i> Preston Thomas (May 28, 2025 16:34 PDT) | Date Approved | 05/28/2025 | | |
| 4. | Chief Financial Officer | | | | |
| | Signature | Date Approved | | | |
| 5. | President, Board of Education | | | | |
| | Signature | Date Approved | | | |

| Board Office Use: Legislative File Info. | |
|--|--------------|
| File ID Number | 25-0841 |
| Introduction Date | 04-23-2025 |
| Enactment Number | 25-0546 |
| Enactment Date | 4/23/2025 os |



Memo (Bid Award)

To Board of Education

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

Board Meeting Date April 23, 2025

Subject Agreement Between Owner and Contractor – RF Contractors – Edna Brewer Middle School Flooring Replacement Project – Buildings & Grounds Department

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and **RF Contractors, Oakland, CA**, for the latter to provide demolition and replace all flooring at the site with new 12”x12” VCT Flooring for the **Edna Brewer Middle School Flooring Replacement Project**, in the amount of **\$357,000.00**, which includes a contingency allowance of **\$50,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **June 6, 2025**, and required to be completed within sixty (60), with an anticipated ending of **August 5, 2025**.

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

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and RF Contractors, Oakland, CA, for the latter to provide demolition and replace all flooring at the site with new 12”x12” VCT Flooring for the Edna Brewer Middle School Flooring Replacement Project, in the amount of \$357,000.00, which includes a contingency allowance of \$50,000.00, as the lowest responsive bidder, with the work anticipated to commence on June 6, 2025, and required to be completed within sixty (60), with an anticipated ending of August 5, 2025.

Fiscal Impact Deferred Maintenance Fund 140 Kitchen Infrastructure & Training Grant (Kitchen & Cafeteria Only)

Attachments

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



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

Legislative File ID No. 25-0841

Department: Facilities Planning and Management

Vendor Name: RF Contractors dba Royal Floors

Project Name: Edna Brewer MS Flooring Replacement

Project No.: 70055

Contract Term: Intended Start: June 6, 2025

Intended End: August 05, 2025

Total Cost Over Contract Term: \$357,000.00

Approved by: Preston Thomas

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

RF Contractors was selected by the District as the lowest responsible and responsive bid.

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

RF Contractors will to provide demolition and replace all flooring at the site with new 12"x12" VCT flooring for the Edna Brewer Middle School Flooring Replacement Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **June 6, 2025**, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the “Owner,” and **RF CONTRACTORS dba Royal Floors**, hereinafter called the “Contractor.”

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

ARTICLE I. SCOPE OF WORK.

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

the Edna Brewer Middle School Flooring Replacement Project, located at 3748 13th Avenue, Oakland,

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

OUSD, 955 High Street, Oakland, CA.,

and other Contract Documents relating thereto.

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

ARTICLE II. CONTRACT DOCUMENTS.

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

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be sixty (60) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or

(b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **June 6, 2025**, in which case the deadline for Completion would be **August 5, 2025**.

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

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

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

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

Accordingly, the parties agree that \$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 **THREE HUNDRED FIFTY-SEVEN THOUSAND DOLLARS AND NO/100 (\$357,000.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00)** 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:
RF CONTRACTORS**

Signature: 

Name: Mario Wagner

Date: 3/21/2025

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

Signature 

Name: Mario Wagner

Date: 3/21/2025


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

OAKLAND UNIFIED SCHOOL DISTRICT


Jennifer Brouhard, President, Board of Education

4/24/2025

Date


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

4/24/2025

Date


MARC WHITE (Mar 26, 2025 08:40 PDT)
Marc White, Director, Buildings & Grounds

Mar 26, 2025

Date

Approved As To Form:

 03/21/2025
OUSD Facilities Legal Counsel **Date**

1003059
**CALIFORNIA CONTRACTOR'S
LICENSE NO.**

04/30/2027
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: Edna Brewer Middle School
Project: Flooring Replacement
Project #: 70055
Estimate: \$500,000

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

Signature of Witness to Bid

Signature of Bid Opener

| | | | | | |
|-----------------|---------------------------------|-----------------------|-----------------------|--|----|
| Company: | RF Contractors dba Royal Floors | Base Bid: | \$307,000.00 | Required Day of Bid: | |
| Address: | 8055 Collins Dr. Suite 105 | Allowance: | \$50,000.00 | Signed Bid Form | X |
| City/State: | Oakland, CA 94621 | TOTAL: | \$357,000.00 | Addendum Acknow. | |
| Phone: | 510-228-2994 | Alternates: | | Bid Bond | X |
| Fax: | | | | Non-Collusion | X |
| | | | | Iran Contracting Certification | NA |
| | | <u>Time Submitted</u> | <u>Date Submitted</u> | Site Visit Certification | X |
| | | 12:44 PM | 3/6/2025 | Contractor's Sub List | X |
| | | | | Debarment Suspension & Schd Z | |
| | | | | Local Business Participation Form | WA |
| | | <u>Time Opened</u> | <u>Date Opened</u> | DVBE Forms | NA |
| | | 2:25pm | 3/6/2025 | | |

| | | | | | |
|-----------------|----------------------|-----------------------|-----------------------|--|----|
| Company: | Better Flooring, Inc | Base Bid: | \$498,833.00 | Required Day of Bid: | |
| Address: | 1148 N. Cypress Ave, | Allowance: | \$50,000.00 | Signed Bid Form | X |
| City/State: | Fresno, CA 93727 | TOTAL: | \$548,833.00 | Addendum Acknow. | |
| Phone: | 559-233-2225 | Alternates: | | Bid Bond | X |
| Fax: | 559-233-2850 | | | Non-Collusion | X |
| | | | | Iran Contracting Certification | NA |
| | | <u>Time Submitted</u> | <u>Date Submitted</u> | Site Visit Certification | X |
| | | 11:42 AM | 3/6/2025 | Contractor's Sub List | X |
| | | | | Debarment Suspension & Schd Z | X |
| | | | | Local Business Participation Form | WA |
| | | <u>Time Opened</u> | <u>Date Opened</u> | DVBE Forms | NA |
| | | 2:25 PM | 3/6/2025 | | |

| | | | | | |
|-----------------|--|-----------------------|-----------------------|--|--|
| Company: | | Base Bid: | | Required Day of Bid: | |
| Address: | | Allowance: | \$50,000.00 | Signed Bid Form | |
| City/State: | | TOTAL: | | Addendum Acknow. | |
| Phone: | | Alternates: | | Bid Bond | |
| Fax: | | | | Non-Collusion | |
| | | | | Iran Contracting Certification | |
| | | <u>Time Submitted</u> | <u>Date Submitted</u> | Site Visit Certification | |
| | | | - | Contractor's Sub List | |
| | | | | Debarment Suspension & Schd Z | |
| | | | | Local Business Participation Form | |
| | | <u>Time Opened</u> | <u>Date Opened</u> | DVBE Forms | |
| | | - | - | | |

| | | | | | |
|-----------------|--|-----------------------|-----------------------|--|--|
| Company: | | Base Bid: | | Required Day of Bid: | |
| Address: | | Allowance: | \$50,000.00 | Signed Bid Form | |
| City/State: | | TOTAL: | | Addendum Acknow. | |
| Phone: | | Alternates: | | Bid Bond | |
| Fax: | | | | Non-Collusion | |
| | | | | Iran Contracting Certification | |
| | | <u>Time Submitted</u> | <u>Date Submitted</u> | Site Visit Certification | |
| | | | - | Contractor's Sub List | |
| | | | | Debarment Suspension & Schd Z | |
| | | | | Local Business Participation Form | |
| | | <u>Time Opened</u> | <u>Date Opened</u> | DVBE Forms | |
| | | - | - | | |

BID FORM
DOCUMENT 00 31 01

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

Dear Board Members:

The undersigned, doing business under the firm name of Royal Floors, hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Edna Brewer Middle School Flooring Replacement Project 3748 13th Avenue, Oakland, (the "Contract")**, Scope of work includes: Removing the existing VCT flooring in the main building (classrooms and hallways) and all classrooms in Buildings 30 & 40. Install Armstrong World Industries, Inc. Imperial Texture tile (1/8" x 12" x 12") in these areas. Contractor responsible for removing and reinstalling desks and all classroom items after flooring installation. Contractor will remove and replace all dry rot associated with the flooring replacement. Contractor will be responsible for removing all hazardous materials and will need CSLB Hazardous Substance Removal Certification.

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

Bid Amount (Base Bid):

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

| | |
|---|----------------------|
| Two hundred and ninety-nine thousand _____ Dollars <i>Bid Amount Without Contingency Allowance</i> | \$ <u>307,000.00</u> |
| Fifty Thousand _____ Dollars <i>Total of Allowances (see Section IV of Agreement)</i> | <u>\$50,000.00</u> |

OAKLAND UNIFIED SCHOOL DISTRICT
EDNA BREWER MIDDLE SCHOOL
FLOORING REPLACEMENT
PROJECT NO. 70055
FEBRUARY 6, 2025

BID FORM
DOCUMENT 00 31 01

| | |
|---|------------------|
| Three hundred forty nine thousand _____ Dollars <i>Total Base Bid Amount</i> | \$ 357,000 _____ |
| By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances. | |

Miscellaneous:

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

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

<https://www.sam.gov/portal/public/SAM>

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

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

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

8055 Collins Drive Suite 105 Oakland, CA 94621

cwagner@rfcontractors.com

Our Public Liability and Property Damage Insurance is placed with:

AP Intego Insurance Group, LLC

Our Workers' Compensation Insurance is placed with:

Security National Insurance Company

{SR799810}2

OAKLAND UNIFIED SCHOOL DISTRICT
EDNA BREWER MIDDLE SCHOOL
FLOORING REPLACEMENT
PROJECT NO. 70055
FEBRUARY 6, 2025

BID FORM
DOCUMENT 00 31 01

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

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

| | | | |
|--------------------|------------|--------------------|------------|
| Addendum No. _____ | Date _____ | Addendum No. _____ | Date _____ |
| Addendum No. _____ | Date _____ | Addendum No. _____ | Date _____ |
| Addendum No. _____ | Date _____ | Addendum No. _____ | Date _____ |

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

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

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

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

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

Name of Company as Licensed in California: RF Contractors dba Royal Floors

Business Address: 8055 Collins Drive Suite 105 Oakland, CA 94621

{SR799810}3

OAKLAND UNIFIED SCHOOL DISTRICT
EDNA BREWER MIDDLE SCHOOL
FLOORING REPLACEMENT
PROJECT NO. 70055
FEBRUARY 6, 2025

BID FORM
DOCUMENT 00 31 01

Telephone Number: 510-210-7228
California Contractor License No.: 1003059
Class and Expiration Date: 04/30/2025
Public Works Contractor Registration No.: SWC1491143
State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: _____, 20__
Signature: _____
_____ (Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: _____, 20__

Signature: _____
_____ (Name)
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: March 5th, 2025

Signature: Mario Wagner
Mario Wagner (Name)
CEO (Chairman, Pres., or Vice-Pres.)

Signature: Mario Wagner
Mario Wagner (Name)
Secretary (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

{SR799810}4

BID BOND
DOCUMENT 00 40 00

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
R F Contractors as Principal and
The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
Ten Percent of the Total Amount Bid Dollars (\$ 10% of the Bid) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of Edna Brewer Middle School Flooring
Replacement Project, Project No. 70055 in
strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of agreement attached hereto and shall execute and deliver
Performance and Payment Bonds in the forms attached hereto (all properly completed in
accordance with said bid), and shall in all other respects perform the agreement created
by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force
and effect, it being expressly understood and agreed that the liability of the Surety for any
and all default of the Principal hereunder shall be the amount of this obligation as herein
stated.

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

{SR798944} 1

OAKLAND UNIFIED SCHOOL DISTRICT
EDNA BREWER MIDDLE SCHOOL
FLOORING REPLACEMENT
PROJECT NO. 70055
FEBRUARY 6, 2025

BID BOND
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 6th day of March, 2025, the name and corporate party being hereto affixed and these presents duly signed by its

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

(Notary Seal)

R F Contractors

(Principal)

8055 Collins Dr. #105, Oakland, CA 94621

(Business Address)

The Ohio Casualty Insurance Company

(Corporate Surety)

175 Berkeley Street, Boston, MA 02116

(Business Address)

By

Cassandra Medina, Attorney-In-Fact

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

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

{SR798944}2

OAKLAND UNIFIED SCHOOL DISTRICT
EDNA BREWER MIDDLE SCHOOL
FLOORING REPLACEMENT
PROJECT NO. 70055
FEBRUARY 6, 2025

BID BOND
DOCUMENT 00 40 00


NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Washoe

This instrument was acknowledged before me on March 6th, 2025

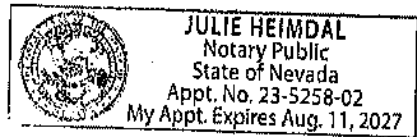
(date) by Cassandra Medina, (name of person).



Notary Public Signature

Print Julie Heimdahl

Title Notary Public



(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8212634 - 971829

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bill Rapp, Brad Espinosa, Breanna Boatright, Cassandra Medina, Deanna Quintero, Dineen Fraser, Elizabeth Collodi, James Anthony Commendatore, Jason March, Jennifer Lakmann, John Hopkins, John Weber, Kathleen Le, Kris Lopes, Matthew Foster, Mike Taylor, Mindy Whitchouse, Pam Sey, Paula Senna, Peggy Trusty, Phil Watkins, Samantha Watkins, Sara Walliser, Sharon Smith, Steven L. Williams, Tony Clark

all of the city of Chico state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of October, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of October, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of March, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

WORKERS' COMPENSATION CERTIFICATE
DOCUMENT 00 40 05

Labor Code Section 3700, in relevant part, provides:

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

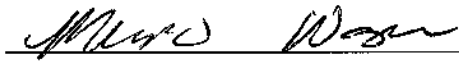
(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

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

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

RF Contractors dba Royal Floors

Name of Contractor



Signature

Mario Wagner

Print Name

3/5/2025

Date

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

OAKLAND UNIFIED SCHOOL DISTRICT
EDNA BREWER MIDDLE SCHOOL
FLOORING REPLACEMENT
PROJECT NO. 70055
FEBRUARY 6, 2025

WORKER'S COMPENSATION CERTIFICATION
DOCUMENT 00 40 05

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)


DOCUMENT 00 40 04

(To be Executed by Bidder and Submitted With Bid)

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

OPTION #1 - CERTIFICATION

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

| | | |
|---|-------------------------------|---|
| <i>Bidder Name/Financial Institution (Printed)</i> RF Contractors dba Royal Floors | | <i>Federal ID Number (or n/a)</i> 47-2902789 |
| <i>By (Authorized Signature)</i>  | | |
| <i>Printed Name and Title of Person Signing</i> Mario Wagner CEO | | |
| <i>Date Executed</i> 3/5/2025 | <i>Executed in</i> Oakland | |

OPTION #2 - EXEMPTION

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
EDNA BREWER MIDDLE SCHOOL
FLOORING REPLACEMENT
PROJECT NO. 70055
FEBRUARY 6, 2025

IRAN CONTRACTING
DOCUMENT 00 40 04

{SR798838}

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03


Owner: Oakland Unified School District
Contract: Edna Brewer Middle School Flooring Replacement Project
The undersigned declares:

I am the CEO of RF Contractors, the
party making the foregoing bid or proposal ("Bid"). RF Contractors dba Royal Floors

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on March 5th, 2025, at Oakland [city], CA [state].



Signature

Mario Wagner

Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
EDNA BREWER MIDDLE SCHOOL
FLOORING REPLACEMENT
PROJECT NO. 70055
FEBRUARY 6, 2025

NON-COLLUSION
DOCUMENT 00 40 03

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: Edna Brewer Middle School Flooring Replacement Project

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: 3/5/2025

Proper Name of Bidder: RF Contractors dba Royal Floors

Signature: 

Print Name: Mario Wagner

Title: CEO

END OF DOCUMENT



Liberty Mutual Surety
6030 W. Blue Oaks Blvd., Ste. #200,
Rocklin, CA 95765

March 6, 2025

Oakland Unified School District
955 High Street
Oakland, CA 94601

RE: Bondability Letter - R F Contractors
Project Name: Edna Brewer Middle School Flooring Replacement Project No. 70055

To Whom It May Concern:

It has been a privilege of The Ohio Casualty Insurance Company to provide surety credit to R F Contractors. R F Contractors is an account in good standing with a current surety program of single projects up to \$750,000 in size, with an aggregate cost to complete of \$750,000.

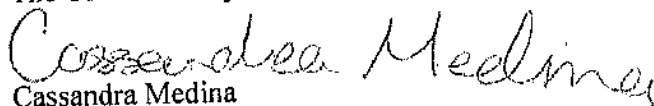
The Ohio Casualty Insurance Company is a Licensed and Admitted Surety Insurer, is listed in the Federal Registry Circular 570 and is rated an 'A' (Excellent) by A.M. Best, Financial Size Category 'XV'.

Please be aware that the execution of payment and performance bonds by The Ohio Casualty Insurance Company is subject to the positive review of all standard underwriting considerations at the time of the request and satisfactory review of any contracts, terms, conditions, specifications, bond forms, and owner financing tendered to the principal and the surety at the time of award.

Additionally, the issuance of bonds is a matter between the surety and the principal. If for any reason we do not issue bonds on an awarded project, no third-party liability is assumed by the surety company, the principal, or their agent. In no way does this letter replace or constitute a bid bond and is for informational purposes only. As such, this letter is not contractually binding.

Should you have any questions, please contact Breanna Boatright at 775-446-7632.

Sincerely,
The Ohio Casualty Insurance Company


Cassandra Medina
Attorney-in-Fact

Member of Liberty Mutual Group

NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Washoe

This instrument was acknowledged before me on March 6th, 2025

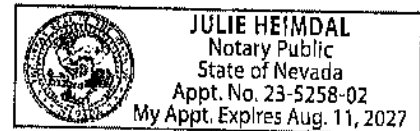
(date) by Cassandra Medina, (name of person).

Julie Heimdal

Notary Public Signature

Print Julie Heimdal

Title Notary Public



(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8212634 - 971829

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bill Rapp, Brad Espinosa, Breanna Boatright, Cassandra Medina, Deanna Quintero, Dineen Fraser, Elizabeth Colledi, James Anthony Commendatore, Jason March, Jennifer Lakmann, John Hopkins, John Weber, Kathleen L. E. Kris Lopes, Matthew Foster, Mike Taylor, Mindy Whitehouse, Pam Sey, Paula Senna, Peggy Trusty, Phil Watkins, Samantha Watkins, Sam Walliser, Sharon Smith, Steven L. Williams, Tony Clark

all of the city of Chico state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of October, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of October, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of March, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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

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

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

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

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

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

Dated: 3/19/2025


Signature

Name: MARIO WAGNER

Title: CEO

ATTACHMENT A

Violent and Serious Felonies

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

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

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

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

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

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

ATTACHMENT B

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM FOR CONSTRUCTION CONTRACTS

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

| | |
|---------------------------------|----------------------------|
| Contractor Firm Name: | RF CONTRACTORS |
| Supervisor/Foreman Name: | MARIO WAGNER |
| Start Date: | April 24, 2025 |
| Completion Date: | August 5, 2025 |
| Location of Work: | 3748 13th Avenue, Oakland, |
| Hours of Work: | 7:30am-3:30pm |
| Length of Time on Grounds: | (103) calendar days |
| Number of Employees on the Job: | Estimated 10 |

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

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

Name of Supervising Employee: Mario Wagner

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony: 3/19/2025

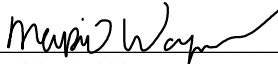
Name of employee who is the custodian of the Department of Justice verification information: Mario Wagner

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

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

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

Dated: 3/19/2025

Signature: 
Typed Name: Mario Wagner
Title: CEO
Contractor: RF Contractors

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 38K011302

KNOW ALL MEN BY THESE PRESENTS that we, R F Contractors,
as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound
unto the Oakland Unified School District, in the County of Alameda, State of California,
hereinafter called the "Owner," in the sum of Three Hundred Fifty Seven Thousand and 00/100
Dollars (\$ 357,000.00) for the payment of which sum well and truly made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, to
the Owner for the full performance of a certain contract with the Owner, the terms of
which are incorporated herein by reference, dated **April 24, 2025**, for construction of

**the Edna Brewer Middle School Flooring Replacement Project, located at
3748 13th Avenue, Oakland, (the "Contract"),** Scope of work includes: Removing the
existing VCT flooring in the main building (classrooms and hallways) and all
classrooms in Buildings 30 & 40. Install Armstrong World Industries, Inc. Imperial
Texture tile (1/8" x 12" x 12") in these areas. Contractor responsible for removing and
reinstalling desks and all classroom items after flooring installation. Contractor will
remove and replace all dry rot associated with the flooring replacement. Contractor will
be responsible for removing all hazardous materials and will need CSLB Hazardous
Substance Removal Certification.

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

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

{SR798942} 1

OAKLAND UNIFIED SCHOOL DISTRICT
EDNA BREWER MIDDLE SCHOOL
FLOORING REPLACEMENT
PROJECT NO.:70055

PERFORMANCE BOND
DOCUMENT 00 61 00

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 19th day of March, 2025*, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

* to become effective April 24, 2025.

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

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

R F Contractors

(Affix Corporate Seal)

(Corporate Principal)

8055 Collins Dr, #105, Oakland, CA 94621

(Business Address)

(Affix Corporate Seal)

The Ohio Casualty Insurance Company

(Corporate Surety)

175 Berkeley Street

(Business Address)

Boston, MA 02116

By: Cassandra Medina

Cassandra Medina, Attorney-In-Fact

{SR798942}2

The rate of premium on this bond is \$25.00 per thousand.

The total amount of premium charged is \$8,925.00.

Premium is for contract term and is subject to adjustments based on final contract price.

The above must be filled in by Corporate Surety.

{SR798942}3

OAKLAND UNIFIED SCHOOL DISTRICT
EDNA BREWER MIDDLE SCHOOL
FLOORING REPLACEMENT
PROJECT NO.:70055

PERFORMANCE BOND
DOCUMENT 00 61 00

NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Washoe

This instrument was acknowledged before me on 03/19/2025

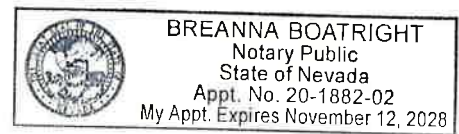
(date) by Cassandra Medina, (name of person).

Breanna Boatright

Notary Public Signature

Print Breanna Boatright

Title Notary Public



(Seal)



POWER OF ATTORNEY

Certificate No: **8213345 - 971829**

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bill Rapp, Brad Espinosa, Breanna Boatright, Cassandra Medina, Deanna Quintero, Dineen Fraser, Elizabeth Colodi, James Anthony Commendatore, Jason March, Jennifer Lakmann, John Hopkins, John Weber, Kathleen Le, Kris Lopes, Matthew Foster, Mike Taylor, Mindy Whitehouse, Pam Sey, Paula Senna, Peggy Trusty, Phil Watkins, Samantha Watkins, Sara Walliser, Sharon Smith, Steven L. Williams, Tony Clark

all of the city of Chico state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of March, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 38K011302

Premium is included in the performance bond subject to adjustments based on final contract price.

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and R F Contractors, 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 Edna Brewer Middle School Flooring Replacement Project, located at 3748 13th Avenue, Oakland, (the "Contract"), Scope of work includes: Removing the existing VCT flooring in the main building (classrooms and hallways) and all classrooms in Buildings 30 & 40. Install Armstrong World Industries, Inc. Imperial Texture tile (1/8" x 12" x 12") in these areas. Contractor responsible for removing and reinstalling desks and all classroom items after flooring installation. Contractor will remove and replace all dry rot associated with the flooring replacement. Contractor will be responsible for removing all hazardous materials and will need CSLB Hazardous Substance Removal Certification.

which said agreement dated **April 24, 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 The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Three Hundred Fifty Seven Thousand and 00/100 Dollars (\$ 357,000.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them,

{SR798938} 1

OAKLAND UNIFIED SCHOOL DISTRICT
EDNA BREWER MIDDLE SCHOOL
FLOORING REPLACEMENT
PROJECT. NO.:70055

PAYMENT BOND
DOCUMENT 00 61 01

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 19th day of March, 2025 *.

* to become effective April 24, 2025.

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

R F Contractors

Principal

The Ohio Casualty Insurance Company

Surety

175 Berkeley Street, Boston, MA 02116

By:

Cassandra Medina
Attorney-in-Fact

Cassandra Medina, Attorney-In-Fact

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

{SR798938}2

OAKLAND UNIFIED SCHOOL DISTRICT
EDNA BREWER MIDDLE SCHOOL
FLOORING REPLACEMENT
PROJECT. NO.:70055

PAYMENT BOND
DOCUMENT 00 61 01

NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Washoe

This instrument was acknowledged before me on 03/19/2025

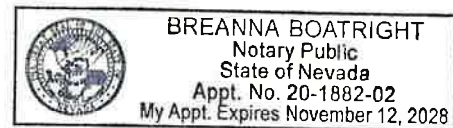
(date) by Cassandra Medina, (name of person).

Breanna Boatright

Notary Public Signature

Print Breanna Boatright

Title Notary Public



(Seal)



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213345 - 971829**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bill Rapp, Brad Espinosa, Breanna Boatright, Cassandra Medina, Deanna Quintero, Dineen Fraser, Elizabeth Collodi, James Anthony Commendatore, Jason March, Jennifer Lakmann, John Hopkins, John Weber, Kathleen Le, Kris Lopes, Matthew Foster, Mike Taylor, Mindy Whitehouse, Pam Sey, Paula Senna, Peggy Trusty, Phil Watkins, Samantha Watkins, Sara Walliser, Sharon Smith, Steven L. Williams, Tony Clark

all of the city of Chico state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of March, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2025

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 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 AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Drive Suite 103 Fairport, NY 14450 | CONTACT NAME: PHONE (A/C, No, Ext): 888-289-2939 FAX (A/C, No): 888-289-2988 E-MAIL ADDRESS: support@apintego.com INSURER(S) AFFORDING COVERAGE INSURER A : CNA INSURER B : Security National Insurance Company INSURER C : INSURER D : INSURER E : INSURER F : |
| INSURED RF CONTRACTORS DBA Royal Floors 8055 Collins Dr. #209 Oakland, CA 94621 | NAIC # 41345 19879 |

COVERAGES

CERTIFICATE NUMBER:

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 | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | X | 7039195233 | 02/21/2025 | 02/21/2026 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | X | X | | | | 7039195264 02/21/2025 02/21/2026 EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below | X | X | | | | SWC1491143 05/07/2024 05/07/2025 X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| A | Employment Practices Liability Installation Floater | | | 7039195233 | 02/21/2025 | 02/21/2026 | Fiduciary Liability \$10,000 Floater Limit \$10,000 |

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

Edna Brewer Middle School is Additional Insured with regard to the General and Umbrella liability as their interests may appear by written contract. Coverage is Primary and Non-Contributory. Waiver of Subrogation applies to the Workers Comp.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Edna Brewer Middle School 3748 13th Avenue Oakland, CA 94621 | 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  |
|--|--|

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---------------------|--|-------------|-----|
| Project Name | Edna Brewer Middle School Flooring Replacement Project | Site | 210 |
|---------------------|--|-------------|-----|

Basic Directions

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

| | |
|-----------------------------|---|
| Attachment Checklist | <input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider |
|-----------------------------|---|

Contractor Information

| | | | | | | | |
|---------------------------|---|-------------------------|---|--------------|----|------------|-------|
| Contractor Name | R. F. Contractors | Agency's Contact | Mario Wagner | | | | |
| OUSD Vendor ID # | 009021 | Title | Manager | | | | |
| Street Address | 8055 Collins Drive, Suite 105 | City | Oakland | State | CA | Zip | 94621 |
| Telephone | 510-228-2994 | Policy Expires | | | | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| OUSD Project # | PR70055 | | | | | | |

Term of Original/Amended Contract

| | | | |
|--|----------|---|------------|
| Date Work Will Begin (i.e., effective date of contract) | 6-6-2025 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 08-05-2025 |
| | | New Date of Contract End (If Any) | |

Compensation/Revised Compensation

| | | | |
|---|--------------|--|----|
| If New Contract, Total Contract Price (Lump Sum) | \$357,000.00 | If New Contract, Total Contract Price (Not To Exceed) | \$ |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Change in Price | \$ |
| Other Expenses | | Requisition Number | |

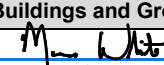

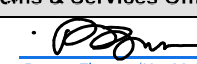
Budget Information

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

| Resource # | Funding Source | Org Key | Object Code | Amount |
|------------|-------------------------------|--|-------------|--------------|
| 9914/9060 | Fund 140 Deferred Maintenance | 140-9914-0-9072-8500-6273-210-9880-9000-9999-99999 | 6273 | \$357,000.00 |

Approval and Routing (in order of approval steps)

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

| | | | | | |
|----|--|----------------------|--------------|------------|--------------|
| 1. | Division Head | Phone | 510-535-7038 | Fax | 510-535-7082 |
| | Director, Buildings and Grounds | | | | |
| | Signature  | Date Approved | Mar 26, 2025 | | |
| | <small>MARC WHITE (Mar 26, 2025 08:40 PDT)</small> | | | | |
| 2. | General Counsel, Facilities | | | | |
| | Signature  | Date Approved | 03/21/2025 | | |
| 3. | Chief Systems & Services Officer | | | | |
| | Signature  | Date Approved | Mar 26, 2025 | | |
| | <small>PRESTON THOMAS (Mar 26, 2025 17:00 PDT)</small> | | | | |
| 4. | Chief Financial Officer | | | | |
| | Signature | Date Approved | | | |
| 5. | President, Board of Education | | | | |
| | Signature | Date Approved | | | |