

Board Office Use: Legislative File Info.	
File ID Number	23-2921A
Introduction Date	3/8/2023
Enactment Number	23-0425
Enactment Date	3/8/2023 er



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Rebecca Littlejohn, Risk Manager

Meeting Date March 8, 2023

Subject Resolution for the Declaration of an Ongoing Emergency Repair Work Without Competitive Bidding

Ask of the Board Adoption by the Board of Education of Resolution No. 2223-0165A - Continuation of Emergency Requiring Procurement of Construction Services for Emergency Abatement, Repair, or Replacement at Lockwood STEAM Elementary School

Background & Discussion An emergency exists that permits the District not to use competitive bidding. (Public Contract Code §§22035 and 22050.) To expedite the start of the repair work, District staff entered the agreement effective January 23, 2023, thus requiring ratification by the Board. (Education Code §17604.) The need to continue the emergency repair work until the next Board meeting remains, and conditions do not currently allow use of competitive bidding to complete the remaining repair work. (Public Contract Code §22050(c)(1) and (3).)

LBP (Local Business Participation Percentage) 00.00%

Fiscal Impact N/A. See Resolution No. 2223-0165 - Declaring an Emergency that Requires the Procurement of Construction Services for Emergency Abatement and Repair at Lockwood Steam Elementary School without Competitive Bidding; Ratifying a Contract for Performance of the Emergency Repair Work; and Continuation of the Emergency Repair Work for fiscal impact of the associated contract.

Attachment(s)

- Resolution No. 2223-0165A - Continuation of Emergency Requiring Procurement of Construction Services for Emergency Abatement, Repair, or Replacement at Lockwood STEAM Elementary School
- Resolution No. 2223-0165 - Declaring an Emergency that Requires the Procurement of Construction Services for Emergency Abatement and Repair at Lockwood Steam Elementary School without Competitive Bidding; Ratifying a Contract for Performance of the Emergency Repair Work; and Continuation of the Emergency Repair Work

**RESOLUTION OF THE
BOARD OF EDUCATION OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 2223-00165A

**Continuation of Emergency Requiring Procurement of Construction Services for Emergency
Abatement, Repair, or Replacement at Lockwood STEAM Elementary School**

WHEREAS, on February 22, 2023, the Board of Education (“Board”) approved Resolution No. 2223-0165 - Declaring an Emergency that Requires the Procurement of Construction Services for Emergency Abatement and Repair at Lockwood Steam Elementary School without Competitive Bidding; Ratifying a Contract for Performance of the Emergency Repair Work; and Continuation of the Emergency Repair Work (“Emergency Resolution”) by four-fifths vote, which declared an emergency and awarded a contract for emergency repair work (“Contract”) without the use of competitive bidding at Lockwood STEAM Elementary School, 6701 International Blvd, Oakland, California, 94621 (“Site”);

WHEREAS, at each regularly-scheduled meeting until the Contract work is completed the Board must continue determine, by four-fifths vote, whether there is need to continue for the Emergency Resolution and the work under the Contract;

WHEREAS, at the time of the Board’s submission deadline for this Board meeting, work on the emergency repairs have commenced but are not yet complete and the use of competitive bidding would cause unacceptable delay.

NOW, THEREFORE, BE IT RESOLVED, the Board hereby finds, determines, declares, orders, and resolves as follows:

1. The above recitals are true and correct;
2. There is a need to continue the emergency repair work at the Site under the Contract;
and
3. Current conditions do not warrant termination of the Contract so that the remainder of the emergency repair work under the Contract may be completed by awarding a new contract through use of competitive bidding.

PASSED AND ADOPTED on March 8, 2023, by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Benjamin "Sam" Davis, Jennifer Brouhard, VanCedric Williams, Valarie Bachelor, Vice President
Clifford Thompson, President Mike Hutchinson

NOES: None

ABSTAINED: None

RECUSED: None


ABSENT: (Vacancy), Natalie Gallegos Chavez (Student Director), Linh Le (Student Director)

CERTIFICATION


We hereby certify that the foregoing is a full, true, and correct copy of a Resolution passed at a meeting of the Board of Education of the Oakland Unified School District held on March 8____, 2023.

Legislative File	
File ID Number:	22-2921A
Introduction Date:	3/8/2023
Enactment Number:	23-0425
Enactment Date:	3/8/2023 er

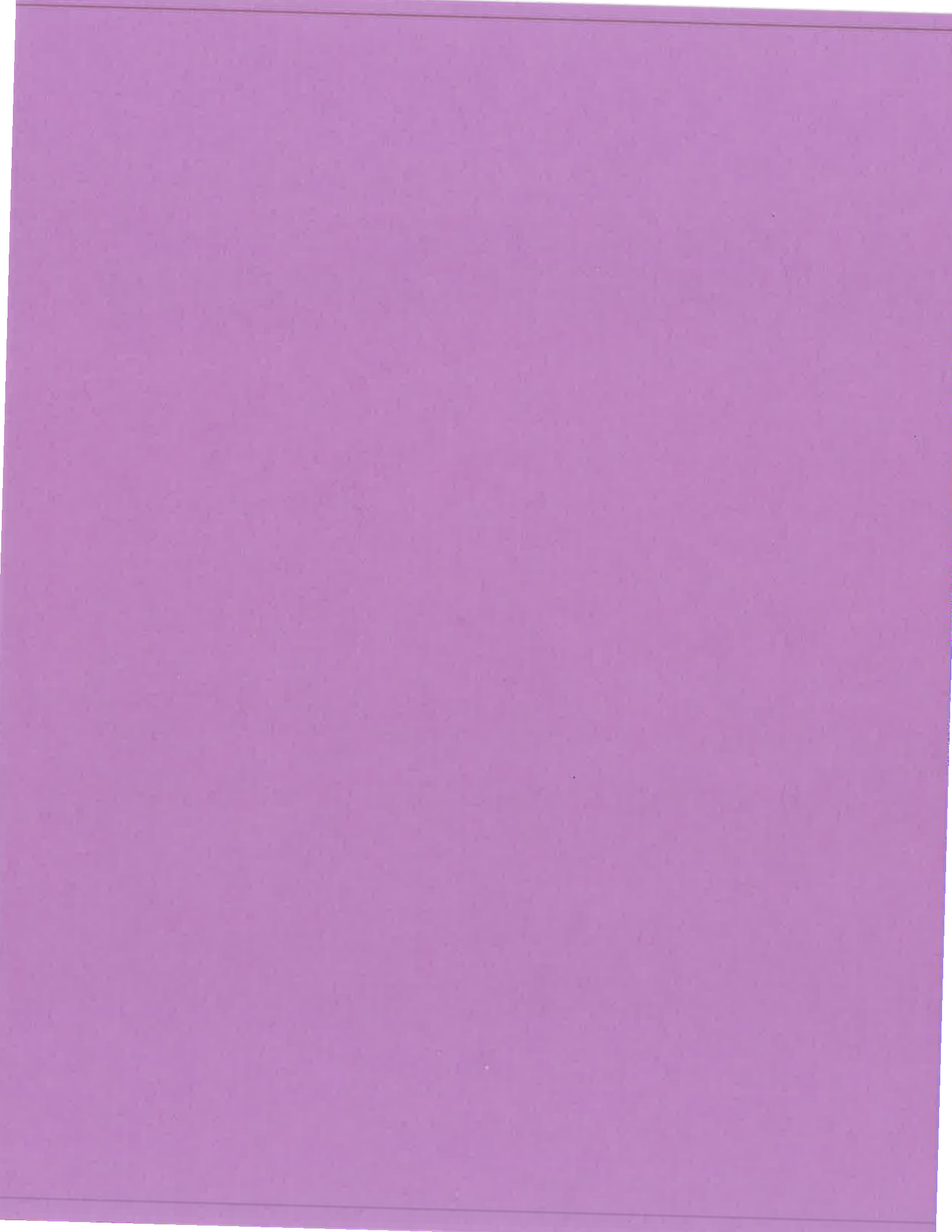
OAKLAND UNIFIED SCHOOL DISTRICT



Mike Hutchinson
President, Board of Education



Kyla Johnston-Trammell
Superintendent and Secretary, Board of Education



Board Office Use: Legislative File Info.	
File ID Number	22-2921
Introduction Date	2-22-2023
Enactment Number	23-0286
Enactment Date	2/22/2023 er



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Rebecca Littlejohn, Risk Manager Office, Division of Risk Management Department

Board Meeting Date February 22, 2023

Subject Resolution for the Declaration of Emergency Repair Work Without Competitive Bidding, Ratification of the Contract for Performance of the Emergency Repair Work, and Continuation of the Emergency Repair Work – Restoration Management Company – Lockwood STEAM Elementary School Emergency Fire Damage Repair Project – Risk Management Department”

Action Requested Approval by the Board of Education of Resolution No. 2223-0165 by four-fifths vote for (A) declaring an emergency that required the procurement of construction services for emergency abatement and repair at Lockwood STEAM Elementary School (“Site”) without competitive bidding; (B) ratifying the contract the District entered into on January 23, 2023, with Restoration Management Company for the performance of the emergency repair work, which includes reconstruction services for emergency fire and smoke damage repair to multiple locations around the Site; and (C) continuing the emergency repair work until the next Board meeting. The contract price is in the not-to-exceed amount of \$350,000.00, the emergency repair work commenced on February 1, 2023, and is scheduled to last until July 7, 2023, pursuant to the contract.

Discussion An emergency exists that permits the District not to use competitive bidding. (Public Contract Code §§22035 and 22050.) To expedite the start of the repair work, District staff entered the agreement effective January 23, 2023, thus requiring ratification by the Board. (Education Code §17604.) The need to continue the emergency repair work until the next Board meeting remains, and conditions do not currently allow use of competitive bidding to complete the remaining repair work. (Public Contract Code §22050(c)(1) and (3).)

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Resolution No. 2223-0165 by four-fifths vote for (A) declaring an emergency that required the procurement of construction services for emergency abatement and repair at Lockwood STEAM Elementary School (“Site”) without competitive bidding; (B) ratifying the contract the District entered into on January 23, 2023, with Restoration Management Company for the performance of the emergency repair work, which includes reconstruction services for emergency fire and smoke damage repair to multiple locations around the Site; and (C) continuing the emergency repair work until the next Board meeting. The contract price is in the not-to-exceed amount of \$350,000.00, the emergency repair work commenced on February 1, 2023, and is scheduled to last until July 7, 2023, pursuant to the contract.

Fiscal Impact

Fund 67, Self-Insurance Fund From

Attachments

- Contract Justification Form
- Board Resolution No.
2223-0165
- Agreement, Bonds, and Scope
- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM

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

9Legislative File ID No. 22-2921

Department: Risk Management Department

Vendor Name: Restoration Management Company

**Project Name: Lockwood STEAM Elementary School
Emergency Fire Damage Repair**

Project No.: 00978

Contract Term: Intended Start: February 1, 2023

Intended End: July 7, 2023

Total Cost Over Contract Term: \$350,000.00

Approved by: Rebecca Littlejohn

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?

This vendor was a direct selection based on their services to provide repairs services. At this time, they have the most experience and familiarity with fire damage roofing exterior repair work.

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

This vendor will provide reconstruction services on an emergency basis, includes installation, replacement, painting, and removal of fire, extensive damage materials found on the exterior stucco, soffit, and carpet wall on the East and South Elevations as well as on the roof. Immediate action was necessary in order to protect the health and safety of staff, prevent conditions from causing hazardous issues, and avoid breathing and inhaling smoke particles caused by fire for the Lockwood STEAM Elementary School Emergency Fire Damage Repair Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

[Empty rectangular box for answer]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- 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 \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- 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 \$99,100 (as of 1/1/22)
- 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:

- The Fire damage happened that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. (Public Contract Code [“PCC”]§ 1102.)
- The emergency did not permit a delay that would have resulted from competitive bidding. (PCC§22050(a)(2).)
- The contract is necessary to respond to the emergency. (PCC§22050(a)(2).)

**RESOLUTION OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 2223-0165

**DECLARING AN EMERGENCY THAT REQUIRES THE
PROCUREMENT OF CONSTRUCTION SERVICES FOR
EMERGENCY ABATEMENT AND REPAIR AT LOCKWOOD STEAM
ELEMENTARY SCHOOL WITHOUT COMPETITIVE BIDDING; RATIFYING A
CONTRACT FOR PERFORMANCE OF THE EMERGENCY REPAIR WORK; AND
CONTINUATION OF THE EMERGENCY REPAIR WORK**

WHEREAS, on or about November 30, 2022, at Lockwood STEAM Elementary School, 6701 International Blvd, Oakland, California, 94621 (the “Site”) multiple fires were set by arson in locations around the exterior of the cafeteria, classroom building, and other outdoor areas resulting in extensive damage to exterior areas and the interior of the classroom building, requiring immediate repairs and reconstruction and necessitating the removal of students from the affected areas, including the removal and relocation of a special education class from its regular classroom (“Sanctuary Room”), for repairs; and

WHEREAS, the Oakland Unified School District (“District”) acted promptly and diligently to address the situation by immediately cleaning up the affected areas, inspecting the damaged areas to determine the necessary repairs, and removing students and staff from the affected areas to avoid exposure to harmful smoke particles; and

WHEREAS, due to this emergency, reconstruction work and repairs were immediately necessary to ensure that the repairs were completed as expeditiously as possible to allow a special education class to return to the Sanctuary Room because the only room that could accommodate the special education class during the repairs was the classroom portable that was being used to run the afterschool program for the Site (“Portable F”); and

WHEREAS, the special education class was moved to the Portable F, which required the Site’s afterschool program (“Afterschool Program”) to be relocated; and

WHEREAS, the Afterschool Program was moved to Room 205 in Building A (“Room 205”); and

WHEREAS, Room #205 is not an adequate space for the Afterschool Program because it cannot accommodate the number of students that the Afterschool Program serves daily (130), thus resulting in the Site’s inability to provide the Afterschool Program at its regular capacity while the Sanctuary Room is being repaired; and

WHEREAS, Room #205 is also inadequate for the Afterschool Program because the Portable F was also used as a community resource center during the day that provided COVID testing and

distributed food, clothing, diapers, and other baby supplies to the members of the community, but there is not enough space in Room #205 for these purposes, resulting in the Site's inability to provide such services while the Sanctuary Room is being repaired; and

WHEREAS, due to the necessity to move the special education class to the Portable F and to move the Afterschool Program to Room #205 while the Sanctuary Room is being repaired, the Site is unable to operate the Afterschool Program and the community resource center at regular capacity, thus impairing the Site's ability to provide these essential public services due to the Site having inadequate space to run all of its programs; and

WHEREAS, in order to abate this emergency, the District had to begin the repair and reconstruction work for the areas damaged by the fires, including repairs in Sanctuary Room that included installation of insulation, replacement of damaged materials, repainting of all drywall finish surfaces, repainting of all door and window openings and wood trim, repainting of all sheetrock surfaces, and all other work as specified in the proposal provided by Restoration Management Company ("Contractor") on December 9, 2022, attached as Exhibit A to the District's Agreement with Restoration Management ("Repair Work"), so the Repair Work could be completed as soon as possible to allow the special education class to return to Sanctuary Room which would then allow the Afterschool Program to return to the Portable F, and thus allowing normal operation of the Afterschool Program; and

WHEREAS, the Contractor estimated the cost of repairs to not exceed Three Hundred Fifty Thousand Dollars (\$350,000.00); and

WHEREAS, the District is subject to the Uniform Public Construction Cost Accounting Act (Pub. Contract Code, § 22000, et seq.; "UPCCAA"), which requires formal competitive bidding for construction contracts over \$200,000, and formal or informal competitive bidding for construction contracts over \$60,000; and

WHEREAS, there was insufficient time to competitively bid the contract for the Repair Work, as the Repair Work had to be completed as soon as possible to allow the special education class to return to Sanctuary Room and to allow the Afterschool Program to return to the Portable F; and

WHEREAS, an exception to the applicable competitive bidding requirements exists in cases of emergency when repair and/or replacements are necessary, and the governing board of the District ("Board") may proceed to immediately replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts (Public Contract Code §22035); and

WHEREAS, an emergency is a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services (Public Contract Code §1102); and

WHEREAS, emergency work under Public Contract Code section 22035 must be done pursuant to the terms of Public Contract Code section 22050; and

WHEREAS, section 22050 requires, in relevant part, that the following steps be taken:

(1) Pursuant to a four-fifths vote of the Board, the District may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts;

(2) Before taking any action pursuant to paragraph (1), the Board shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency;

(3) If the Board orders any action specified above, the Board shall review the emergency action at its next regularly-scheduled meeting and, except as specified below, at every regularly-scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action; and if the Board meets weekly, it may review the emergency action in accordance with this paragraph every 14 days; and

(4) When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

WHEREAS, for the effective and timely management of the District, and for the prompt remediation of the above-described emergency, District staff entered into an agreement between the District and Contractor, effective January 23, 2023, for the installation of insulation, replacement of damaged materials, repainting of all drywall finish surfaces, repainting of all door and window openings and wood trim, repainting of all sheetrock surfaces, and all other work as specified in the proposal provided by Restoration Management Company on December 9, 2022, attached as Exhibit A to the District's Agreement with Restoration Management, in the not-to-exceed amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) to be paid by the District (the "Contract"; see Attachment A to this resolution); and

WHEREAS, District staff believed, and still believes, that this not-to-exceed price was and is reasonable; and

WHEREAS, Contractor commenced its work under the Contract on February 1, 2023; and

WHEREAS, the Board must review the Contract at each regularly-scheduled meeting after the District enters the Contract until the Contract work is completed; and the Board must determine at each such meeting, by four-fifths vote, whether there is need to continue the Contract; (Public Contract Code §22050(c)(1)); and

WHEREAS, when reviewing the Contract at each regularly-scheduled meeting per the previous paragraph, the Board must terminate the Contract (i.e., it may not continue the Contract work per Public Contract Code §22050(c)(1), above) at the earliest possible regularly-scheduled Board

meeting where conditions warrant that the remainder of the Contract work may be completed by awarding a new contract through use of competitive bidding (Public Contract Code §22050(c)(3)); and

WHEREAS, the Repair Work must be done as soon as possible to allow the special education class to return to the Sanctuary Room and to allow the Afterschool Program to return to the Portable F to further allow the Site to operate its Afterschool Program and community resource center at the regular capacity; and

WHEREAS, if the District were to terminate this Contract and were to competitively bid the remaining Contract work, it would cause unacceptable delay, given the need to complete the Repair Work as soon as possible to allow the Site to operate its Afterschool Program and community resource center at the regular capacity.

NOW, THEREFORE, BE IT RESOLVED, the governing board of the Oakland Unified School District hereby finds, determines, declares, orders, and resolves as follows:

1. That the above recitals are true and correct;
2. That, as described above, at the time that the District signed the agreement, there was an emergency at the Site as defined by applicable statute(s) (“Emergency”);
3. That, as described above, at the time that the District signed the agreement, in order to mitigate and minimize as quickly as the impact on District students and programs, the Repair Work had to commence immediately, the Repair Work would not have permitted the delays which would have resulted from a competitive bidding process, and entering into the Contract without competitive bidding was necessary to adequately respond to the emergency;
4. That the Board hereby ratifies the Contract;
5. That currently there is a need to continue the emergency Repair Work at the Site under the Contract, and conditions do not allow termination of the Contract followed by use of competitive bidding to complete the Repair Work; and
6. That District staff shall report on the status of this Contract to the Board at every regularly scheduled meeting so that the Board may determine, by a four-fifths vote, that there is a need to continue the Contract, including a specific determination that the remainder of the Contract cannot be completed by giving notice for bids to let contracts.

Passed by the following vote (NOTE: Four-fifths vote is required for the finding of an emergency and the finding that there is a need to continue the Contract):

PREFERENTIAL AYES: None

PREFERENTIAL NOES: None

YEA: Benjamin "Sam" Davis, Jennifer Brouhard, VanCedric Williams, Valarie Bachelor, Vice President Clifford Thompson, President Mike Hutchinson

NOES: None

ABSENT: (Vacancy), Linh Le (Student Director), Natalie Gallegos Chavez (Student Director)

ABSTAINED: None

RECUSED: None

We hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the governing board of the Oakland Unified School District held on **February 22, 2023.**



Mike Hutchinson, President, Board of Education



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

Attachment A

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **January 23, 2023**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **RESTORATION MANAGEMENT COMPANY** 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

**Lockwood STEAM Elementary School Emergency Fire Damage Repair Project, located at
6701 Blvd, Oakland, CA, 94621,**

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

**Oakland Unified School District, 955 High Street, Oakland, CA, 94601,
PH: 510-535-2728,**

and other Contract Documents relating thereto including the proposal submitted by Contractor on December 9, 2022, attached hereto and incorporated herein as Exhibit A.

The Contract as awarded includes the base scope of work only.

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 the novel coronavirus and COVID-19, 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 (COLBI DOCS) 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 **one hundred fifty-seven (157)** calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time

will start to run on **February 1, 2023**, in which case the deadline for Completion would be **July 7, 2023**.

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 \$250.00 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 \$250.00 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 3.17. 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 on a time and materials basis, not to exceed **THREE HUNDRED FIFTY THOUSAND DOLLARS 00/100 (\$350,000.00)** for work satisfactorily performed based on the hourly rates included in Exhibit B, attached hereto and incorporated herein, after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General conditions. To the extent there is any conflict between the time and materials payment provisions outlined in the Agreement and any provision in the General Conditions, these time and materials payment provisions shall prevail.”

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **ZERO (\$0)** 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 amounts, or to receive a time extension or other consideration, 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. [Not Used]

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 \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$2,000,000 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, which includes change orders 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.

CONTRACTOR:
RESTORATION MANAGEMENT COMPANY

Signature: Jon Takata Digitally signed by Jon Takata
Date: 2023.01.23 09:56:07 -08'00' 1/23/2023
Date

Name: Jon Takata
Chairman, Pres., or Vice Pres. President


Signature:  1-17-23
Date

Name: Dave Glover
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) CFO

OAKLAND UNIFIED SCHOOL DISTRICT

_____ _____
Gary Yee, President, Board of Education Date

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

 2/6/2023

Tadashi Nakadegawa, Deputy Chief,
Facilities Planning and Management

Date

Approved As To Form (limited):



OUSD Facilities Legal Counsel

1/31/23

Date

CALIFORNIA CONTRACTOR'S
LICENSE NO.

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.

EXHIBIT A
PROPOSAL



December 9th, 2022

Mr. Phil Parcel
National General Adjuster
DH Adjusting
5701 Lonetree Blvd., Suite 108E
Rocklin, CA 95765

Rebecca Littlejohn
Sorbor Twegbe
Oakland Unified School District
Lockwood Steam Elementary School
6701 International Blvd
Oakland, CA 94621

This letter will serve to acknowledge we have inspected the above referenced location and viewed the damage resulting from fires set in multiple locations around the exterior of the cafeteria and classroom. As a result of the fire, extensive damage was found on the exterior stucco, soffit, and parapet wall on the East and South Elevations as well as on the roof. Interior smoke damage resulted in the removal of all interior ceiling and wall finishes. Based upon our site visit RMC proposes the following scope of work to bring the structure back to pre-loss conditions.

General Scope of Work – Reconstruction

Classroom

- Check all electrical circuits for proper voltage and operation. Re secure all conduit and replace light fixtures in like kind and quality.
- Work with fire alarm vendor to replace any damaged items and bring system back to full operation.
- Installation of R30 batt insulation between the ceiling joists.
- Installation of one layer of 5/8ths fire taped drywall to the ceiling joists and fire calk as needed.
- Installation of 2x4 grid system to allow for new tectum wall panel finishes on ceiling.
- Installation of R13 batt insulation in exposed wall cavities above existing belly band.
- Installation of tectum wall panel finishes around perimeter of room above belly band.
- Replacement of burnt belly band material.
- Replacement plexiglass windows on street facing wall (Glass Only)
- Painting of all door openings, window openings, and wood trim.
- Painting of all drywall finish surfaces.
- Strip and wax of existing VCT flooring at completion of interior repairs.
- Replacement of HVAC supply and return diffusers
- Final interior cleaning prior to turn over.



Storage Room

- Relocation of all contents.
- Painting of all sheetrock surfaces.

Children's Restroom

- Painting of all sheetrock surfaces.

Staff Restroom

- Painting of all sheetrock surfaces.

Exterior -East Elevation – (Facing the library)

- Removal and replacement of all burnt and blistered wood soffit material.
- Removal and replacement of all burnt drywall.
- Re dash of stucco where damaged.
- Removal and replacement of damaged trim boards.
- Painting of entire elevation to include stucco, soffit, siding, and trim.
- Pressure washing of all flatwork on this elevation.
- Delivery and installation of landscape bark where removed to repair fence.

Exterior - South Elevation – (Facing 69th)

- Removal and replacement of all burnt framing materials.
- Removal and replacement of all burnt and blistered wood soffit material.
- Removal and replacement of all burnt drywall.
- Removal and replacement of all burnt siding materials on parapet wall.
- Re dash of stucco where damaged.
- Removal and replacement of damaged trim boards.
- Removal and replacement of damaged exterior light fixtures.
- Removal and replacement of damaged iron bars around windows.
- Painting of entire elevation to include stucco, soffit, siding, and trim.
- Removal and replacement of East facing fencing system. Chain link and wood.
- Removal and replacement of damaged seating boards.
- Pressure washing of all flatwork on this elevation.
- Delivery and installation of landscape bark where removed to repair fence.

Roof

- Removal and replacement of damaged roof sheathing.
- Removal and replacement of damaged roofing.



RMC will perform the scope of work as described for a not to exceed amount of \$350,000.00. RMC will provide labor, materials, and equipment to facilitate the repairs. RMC will provide performance and payment bonds as required. At completion of billing, RMC will forward all documentation to the adjuster for review and audit. Once approved, RMC will invoice the school district for the work performed.

*****Please provide an acknowledgment to the scope and pricing in order to obtain the bonds required.**

Rebecca Littlejohn/Sorbor Twegbe

Sincerely,

Timothy Daley



TIM DALEY
Project Director

Cell: [707-267-6390](tel:707-267-6390)

Main: 800-400-5058

1804 Enterprise Blvd | West Sacramento, CA | 95691



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2021

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EXHIBIT B
HOURLY RATE



Schedule of Fees - 2023 California Prevailing Wage

Management Labor Type	Unit	RT	OT	DT
Project Director	Per Hour	\$ 125.00	\$ 187.50	\$ 250.00
Project Manager	Per Hour	\$ 105.00	\$ 157.50	\$ 210.00
Operations Manager	Per Hour	\$ 100.00	\$ 150.00	\$ 200.00
Health/Safety Officer	Per Hour	\$ 90.00	\$ 135.00	\$ 180.00
Project Auditor	Per Hour	\$ 55.00	\$ 82.50	\$ 110.00
Northern California Labor Type	Unit	RT	OT	DT
Environmental Supervisor (Mold/Lead)	Per Hour	\$ 120.00	\$ 168.00	\$ 214.00
Environmental Technician (Mold/Lead)	Per Hour	\$ 117.00	\$ 163.00	\$ 208.00
Environmental Supervisor (Asbestos)	Per Hour	\$ 105.00	\$ 150.00	\$ 195.00
Environmental Technician (Asbestos)	Per Hour	\$ 102.00	\$ 145.00	\$ 189.00
Restoration Supervisor	Per Hour	\$ 111.00	\$ 154.00	\$ 196.00
Restoration Labor	Per Hour	\$ 108.00	\$ 149.00	\$ 190.00
Southern California Labor Type	Unit	RT	OT	DT
Environmental Supervisor	Per Hour	\$ 123.00	\$ 174.00	\$ 223.00
Environmental Technician	Per Hour	\$ 120.00	\$ 169.00	\$ 217.00
Restoration Supervisor	Per Hour	\$ 116.00	\$ 165.00	\$ 211.00
Restoration Labor	Per Hour	\$ 113.00	\$ 160.00	\$ 205.00

Labor Notes:

The labor rates above are based on an 8 hour workday, Monday through Friday (7:30 AM - 4:00 PM). All hours worked outside of these timeframes will be subject to after hours rates. Business hours may be adjusted by RMC to meet specific project needs.

The following holidays will be billed at Double Time rates: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additional holidays may be added based on the appropriate wage determination requirement.

Hourly Scheduled Labor Rates will be charged Portal to Portal.

A small tool charge of 3% will be applied to all labor (non-management) on the project

Emergency service calls outside of normal business hours will be subject to an emergency service fee of \$250.

Regular business hours are Monday through Friday 7:30 AM to 4:00 PM.

A minimum stand-by charge of 4 hours per employee will be charged when circumstances beyond RMC control require RMC personnel to stand-by at the job site.

General Notes:

Subcontractors, vendors, unscheduled materials, unscheduled equipment and other project related costs will be billed at cost plus 20%.

Mobilization related costs such as travel, lodging, freight and per diem will be billed at cost plus 20%.

Per Diem Rates are \$55 per employee. In major metropolitan markets an additional \$10 per day will be added.

For all Catastrophe projects, a 5% fee will be added to the total of each invoice. This fee will assist in covering the increased indirect costs associated with Catastrophic events. Examples of these costs would be corporate support and oversight, increased labor costs, warehousing, etc.

This Schedule of Fees reflects the most commonly used labor categories, equipment and materials on typical projects. Due to the unique nature of our work, to meet project specific needs RMC may add additional labor categories, equipment or materials to this schedule of fees at rates to be determined by RMC.

Storage rates are (per vault) \$135/month or \$4.50/day.

Rates do not include the costs of taxes, licensing or permit fees, if applicable.

This Schedule of Fees is subject to change without notice. For customers under an annual agreement, prior written notice will be provided.

rev. 1/2/2023



Equipment / Vehicles / Disposal

Item	UOM	Price
Air Mover	DA	\$ 31.50
Airless Sprayer	DA	\$ 84.00
Axial Air Mover	DA	\$ 34.13
Cart, High Tech	DA	\$ 13.13
Cart, Debris	DA	\$ 42.00
Compressor	DA	\$ 40.48
Dehumidifier - Large (1200 / Evo / R175)	DA	\$ 115.50
Dehumidifier - Ex Large (2000 / R200 / R250)	DA	\$ 157.50
Dehumidifier - Desiccant 385	DA	\$ 288.75
Dehumidifier - Desiccant 600	DA	\$ 393.75
Dehumidifier - Desiccant 2000	DA	\$ 997.50
Dehumidifier - Desiccant 5000	DA	\$1,627.50
Dolly	DA	\$ 9.45
Drill - Cordless / Electric	DA	\$ 12.60
Dry Ice Machine	DA	\$ 509.25
Electrical - Cord	DA	\$ 3.15
Electrical - Light String - 100'	DA	\$ 10.50
Electronic Oven (Large)	DA	\$ 341.25
Electrostatic Sprayer (Backpack)	DA	\$ 367.50
Electrostatic Sprayer (Handheld)	DA	\$ 147.00
Extraction unit - Portable	DA	\$ 157.50
Extraction unit - Truck Mount	DA	\$ 567.00
Fan - 36 Inch	DA	\$ 44.10
Flex Duct 8"-12" X 25'	DA	\$ 36.75
Flex Duct 14"-20" X 25'	DA	\$ 65.10
Floor Buffer	DA	\$ 93.45
Generator - Portable	DA	\$ 82.95
Hand Grinder	DA	\$ 13.13
Heater - Electric	DA	\$ 180.00
Heater - Electric (Large)	DA	\$ 300.00
HVAC Collector - 5000	DA	\$ 236.25
Hydroxyl Generator - 3 optic	DA	\$ 241.50
Injecti-Dry / Dry Force	DA	\$ 147.00
Insulation Removal Machine	DA	\$ 341.25
Ladder - A Frame	DA	\$ 6.30
Ladder - Extension	DA	\$ 10.50
Manometer - Recording	DA	\$ 52.50
Mobile Containment Cube	DA	\$ 99.75
Moisture Meter	DA	\$ 29.40
Negative Air / Air Scrubber - 2000	DA	\$ 152.25
Negative Air / Air Scrubber - 500	DA	\$ 94.50
Ozone Generator	DA	\$ 157.50
Pallet Jack	DA	\$ 21.00
Personal Air Sampling Pump	DA	\$ 21.00
Personal Fall Protection	DA	\$ 15.75
Power Cable - 50'	DA	\$ 13.65
Power Cable - Tail	DA	\$ 4.20
Power Distribution Box	DA	\$ 29.40
Pressure Washer	DA	\$ 136.50
Pressurized Steam Cleaner	DA	\$ 393.75

Item	UOM	Price	
Pump Sprayer	DA	\$ 5.25	
Radio - 2 way	DA	\$ 6.30	
Respirator - 1/2 Face	DA	\$ 9.45	
Respirator - Full Face	DA	\$ 12.60	
Respirator - PAPR	DA	\$ 50.00	
Sander - 4 1/2" w/ HEPA attachment	DA	\$ 6.30	
Saw - Circular (Skilsaw)	DA	\$ 13.13	
Saw - Reciprocating (Sawzall)	DA	\$ 15.75	
Saw - Specialty Drywall (Kett)	DA	\$ 33.60	
Scaffold - Rolling	DA	\$ 94.50	
Soda Blasting Machine	DA	\$ 509.25	
Submersible Pump 2"	DA	\$ 190.49	
Submersible Pump 3/4"	DA	\$ 36.75	
Temporary Fence w/ Screen 12' X 6'	DA	\$ 2.31	
Terminator (Floor Stripper)	DA	\$ 262.50	
Thermal Fogger	DA	\$ 105.00	
Thermal Imaging Camera	DA	\$ 236.25	
Tool Box	DA	\$ 15.75	
Tool Box - Technical	DA	\$ 57.75	
Turbo Vent (48")	DA	\$ 10.50	
Ultra Sonic	DA	\$ 367.50	
ULV Sprayer/Fogger	DA	\$ 31.50	
Unger Pole 18-24ft	DA	\$ 13.13	
Unger Pole 8-12ft	DA	\$ 9.98	
Vacuum	DA	\$ 9.45	
Vacuum - HEPA	DA	\$ 78.75	
Water Collector	DA	\$ 3.68	
Work Light	DA	\$ 6.30	
Work Light - Dbl	DA	\$ 21.00	
Zip Wall Pole	DA	\$ 12.60	
Vehicles		Unit	Price
Command Center	DA	\$ 285.00	
Dump Truck	DA	\$ 340.00	
Forklift - 8000 lb	DA	\$ 235.00	
Box Truck (14'-16')	DA	\$ 220.00	
Box Truck (24')	DA	\$ 335.00	
Passenger Van	DA	\$ 220.00	
Service Van	DA	\$ 130.00	
Tractor (Semi)	DA	\$ 445.00	
Trailer (14')	DA	\$ 40.00	
Trailer (Flatbed)	DA	\$ 485.00	
Trailer (53' Restoration)	DA	\$ 625.00	
Utility Vehicle	DA	\$ 145.00	
Disposal*		Unit	Price
Pickup Truck	EA	\$ 220.00	
12 Yard Debris Bin	EA	\$ 580.00	
20 Yard Debris Bin	EA	\$ 890.00	
30 Yard Debris Bin	EA	\$1,100.00	
40 Yard Debris Bin	EA	\$1,280.00	

*NOTE: Rates apply to waste transported to RMC facility for disposal.



Supply List

Item	UOM	Price	Item	UOM	Price	Item	UOM	Price
9-D-9	GL	\$162.14	Drywall - 5/8" 4' X 8'	EA	\$ 38.79	Moving Blanket	EA	\$ 17.42
Adhesive Mat	EA	\$ 34.56	Duct (Mylar) 12" x 25'	EA	\$ 38.00	Odor Blocks	EA	\$ 10.00
Air Neutralizer	GL	\$ 63.80	Dust Mask	BX	\$ 34.00	Oil Soap	GL	\$ 30.45
Anti-Microbial / Disinfectant	GL	\$ 76.45	Dust Mask (N95/KN95)	EA	\$ 3.19	Packing Paper	RL	\$ 53.00
Anti-Static Cleaner	EA	\$ 17.00	Electronic Equipment Wipes	TUB	\$ 8.59	Paper Pad	EA	\$ 2.60
Bags, Poly 2 Mil	RL	\$128.00	Encapsulant, Antimicrobial	GL	\$142.00	Personal Air Sampling Casette	EA	\$ 1.98
Bags, Poly 6 Mil	RL	\$183.49	Encapsulant, Asbestos	GL	\$ 31.00	Pine Sol	GL	\$ 22.18
Bags, Poly 6 Mil (Single)	EA	\$ 2.90	Encapsulant, Lead	GL	\$ 92.00	Poly Sheeting 2 mil FR 10'-12'	RL	\$ 58.19
Bags, Poly Biohazard	EA	\$ 4.48	Encapsulant, Smoke/Odor	GL	\$ 79.00	Poly Sheeting 2 mil FR 20'	RL	\$120.18
Bags, Trash	BX	\$ 60.33	Eye Protection	EA	\$ 6.14	Poly Sheeting 4 mil FR 10'-12'	RL	\$ 96.00
Bags, HEPA Vacuum	EA	\$ 6.01	Face Shield	EA	\$ 13.00	Poly Sheeting 4 mil FR 20'	RL	\$170.00
Bags, Insulation Removal	EA	\$ 44.46	Filter, Dehumidifier	EA	\$ 10.00	Poly Sheeting 6 mil FR 10'-12'	RL	\$163.00
Blade, Utility Knife (100)	BX	\$ 28.00	Filter, HEPA - 2000	EA	\$258.00	Poly Sheeting 6 mil FR 20'	RL	\$247.94
Blade, Utility Knife (Single)	EA	\$ 0.30	Filter, HEPA - 500	EA	\$305.80	Respirator Filter (HEPA)	PR	\$ 14.63
Blade, Floor Scraper 3.5" HD	EA	\$ 22.00	Filter, HEPA Vacuum	EA	\$460.00	Respirator Filter (OVAGH)	PR	\$ 54.00
Blade, Floor Scraper 4"	EA	\$ 0.55	Filter, Primary	EA	\$ 2.20	Respirator Wipes	BX	\$ 18.65
Blade, Floor Scraper 8"	EA	\$ 1.77	Filter, Secondary	EA	\$ 11.83	Roof Tar	GL	\$ 61.00
Blade, Specialty Saw (Drywall)	EA	\$ 18.52	Filter, Secondary (Charcoal)	EA	\$ 37.40	Sanding Disc 5"	BX	\$ 42.35
Blade, Specialty Saw (Plaster)	EA	\$ 69.95	Filter, Carbon Activated - 2000	EA	\$155.00	Scouring Pad	EA	\$ 2.44
Blade, Sawzall	EA	\$ 3.84	Filter, Carbon Activated - 500	EA	\$113.00	Shoe Cover	BX	\$ 90.00
Blade, Terminator	EA	\$ 53.00	Floor Buffer Pads	EA	\$ 38.00	Shrink Wrap	RL	\$ 45.00
Bleach	GL	\$ 18.00	Floor Protection, Carpet Mask	RL	\$209.00	Soda (Soda blasting)	BX	\$112.00
Board Up Hardware	EA	\$ 35.00	Floor Protection, Rosin Paper	RL	\$ 33.00	Soil, Virgin	BG	\$ 7.85
Box - Lamp	EA	\$ 7.16	Floor Protection, Masonite	EA	\$ 34.00	Soot Sealer	GL	\$101.53
Box - Large	EA	\$ 5.71	Floor Protection, Ram Board	RL	\$130.68	Spray adhesive	EA	\$ 8.50
Box - Medium	EA	\$ 4.46	Furniture Blocks	BX	\$ 93.00	Spray bottle w/trigger	EA	\$ 4.02
Box - Mirror	EA	\$ 11.25	Furniture Polish	EA	\$ 18.00	Steel Stud - 3'5/8" X 10'	EA	\$ 43.00
Box - Small	EA	\$ 3.18	Glass Cleaner	GL	\$ 29.22	Steel Wool - 0000	EA	\$ 1.00
Box - Wardrobe	EA	\$ 26.04	Glove Bag	EA	\$ 18.00	Surfactant	GL	\$ 64.00
Brush - 2" Paint	EA	\$ 1.60	Gloves, Nitrile	BX	\$ 45.00	Tackless Strip Guard	BX	\$146.04
Brush - Nylon	EA	\$ 2.15	Gloves, Nitrile (Single Pair)	PR	\$ 0.49	Tape - Blue/Green	RL	\$ 14.82
Brush - Wire	EA	\$ 7.25	Gloves, Rubber	PR	\$ 5.00	Tape - Caution	RL	\$ 18.70
Brush - Nylon Cup	EA	\$ 38.60	Gloves, Leather	PR	\$ 4.52	Tape - Packing	RL	\$ 5.70
Brush - Wire Cup	EA	\$ 53.42	Hard Hats	EA	\$ 30.09	Tape - Double Sided	RL	\$ 21.00
Bubble Wrap 12" (750 lf)	RL	\$445.00	Isopropyl Alcohol	GL	\$ 64.00	Tape - Duct/Vinyl	RL	\$ 13.07
Bubble Wrap 24" (250 lf)	RL	\$217.62	Knee Pads	PR	\$ 40.00	Tarp, 9 x 12	EA	\$ 78.00
Carpet / Upholstery Cleaner	GL	\$ 88.00	Lay Flat Ducting, 10" - 12"	RL	\$206.00	Tarp, 12 x 16	EA	\$ 74.00
Chain	LF	\$ 8.95	Lay Flat Ducting, 18" - 20"	RL	\$280.00	Tarp, 20 x 30	EA	\$267.00
Chem Sponge	EA	\$ 7.85	Leather Cleaner	QT	\$ 40.35	Towel, Blue Shop	RL	\$ 2.57
COC Crystals	GL	\$ 89.50	Liqui-Zone	GL	\$117.00	Towel, Microfiber Yellow	BX/36	\$ 40.39
Coil Cleaner	GL	\$ 37.50	Lock Box	EA	\$ 90.00	Towel, Surgical Blue	LB	\$ 7.67
Coroplast FR - 4' X 8'	EA	\$ 71.39	LPS 1	GL	\$117.77	Towel, Terry Cleaning	LB	\$ 4.31
Cotton Tip Cleaning Swabs	BX	\$ 4.80	LPS 2	GL	\$129.20	Thermal Fog Liquid	GL	\$145.20
Decon Chamber	EA	\$245.77	LPS 3	GL	\$154.66	Tyvek (Polyethylene)	EA	\$ 24.70
Defoamer, Crystal	GL	\$ 47.00	Lumber - Plywood	EA	\$ 50.00	Tyvek (White)	EA	\$ 9.46
Degreaser	GL	\$ 30.80	Lumber - 1" X 2" X 8'	EA	\$ 4.00	Utility Knife	EA	\$ 8.00
Degreaser, Citrus	GL	\$ 54.00	Lumber - 2" X 4" X 8'	EA	\$ 7.00	View Window	EA	\$ 18.00
Disinfectant - Botanical	GL	\$ 88.00	Mastic Remover	GL	\$ 63.00	Waterproof Boots	EA	\$ 52.00
Doodle Bug Pad	EA	\$ 8.40	Mop Heads - Microfiber	EA	\$ 8.80	Wood Cream Cleaner	EA	\$ 83.60
Double O	GL	\$160.14	Mop Heads - Disposable Pad	EA	\$ 11.00	Zipper, Peel & Seal	EA	\$ 16.75
Drywall - 1/2" 4' X 8'	EA	\$ 35.33	Mop Heads - Standard	EA	\$ 13.20			


SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

Owner: Oakland Unified School District
Contract: Agreement Between Owner and Contractor *[insert name of contract]*

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

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on January 10 2022, at Hayward *[city]*,
CA *[state]*.

Date: 1-10-23



Signature
Print Name: Dave Glover
Print Title: Chief Financial Officer

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: Lockwood STEAM Elementary School Emergency Fire Damage Repair Project

Check option that applies:

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


X I certify that Tim Daley (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: 6-10-13

Proper Name of Bidder: Jon K Takata Corporation dba Restoration Management Company

Signature: 

Print Name: Dave Glover

Title: Chief Risk Officer

END OF DOCUMENT



WORKERS' COMPENSATION CERTIFICATE
DOCUMENT 00 40 05

Labor Code Section 3700, in relevant part, provides:

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

- a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

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

Restoration Management Company _____ Name of Contractor	
 _____ Signature	
Dave Glover _____ Print Name	 _____ 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.)

TOBACCO-FREE ENVIRONMENT CERTIFICATION
DOCUMENT 00 42 01

PROJECT NO. _____ (“Project”) between Oakland Unified School District (the “District” or the “Owner”) and Restoration (the “Contractor” or the “Bidder”).
Management Company

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

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

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

Date: 1-10-13

Proper Name of Contractor: Jon K Takata Corporation dba Restoration Management Company

Signature: 

Print Name: Dave Glover

Title: Chief Financial Officer

DRUG-FREE WORKPLACE CERTIFICATION
DOCUMENT 00 42 00

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

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

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

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

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

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

Restoration Management Company

Name of Contractor



Signature

Dave Glover

Print Name



Date

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION
DOCUMENT 00 42 02

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

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

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

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

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

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

Date: 1-10-73

Proper Name of Contractor: Jon K Takata Corporation dba Restoration Management Company

Signature: 

Print Name: Dave Glover

Title: Chief Financial Officer

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO. Lockwood STEAM Elementary School
Emergency Fire Damage Repair between Oakland Unified School
District ("District") and Restoration Management Company
("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

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

1. Lead as a Health Hazard

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

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

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

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

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

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

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

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

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

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

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

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

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

4. Contractor's Liability

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

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

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

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

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

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

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

Date: 1-10-13

Proper Name of Contractor: Jon K Takata Corporation dba Restoration Management Company

Signature: 

Print Name: Dave Glover

Title: Chief Financial Officer

END OF DOCUMENT

**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 must comply with Education Code section 45125.2, and 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. 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)): ***[NOTE TO OWNER: Most projects create more than “limited contact” with students; however, if the owner has determined that the contractor will only have limited contact (or will have no contact) with students (for example, new construction at an isolated site), then please consult with legal counsel about whether this notice is required.]***
 - 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: 1-10-23


Signature

Name: Dave Glover

Title: Chief Financial Officer

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: Restoration Management Company
Supervisor/Foreman Name: Jeff Bostrom
Start Date: January 23, 2023
Completion Date: June 29, 2023
Location of Work: Lockwood STEAM Elementary School, 6701 International Blvd, Oakland, CA 94621
Hours of Work: 8am-4:30pm
Length of Time on Grounds: 8hrs/day
Number of Employees on the Job: 4-10 people

The Owner has determined that my employees, or that I as a sole proprietor, will have more than limited contact with students. Therefore, pursuant to Education Code section 45125.2, my firm 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.
- I am not a sole proprietorship, and my employees will be continually monitored and supervised by one of my employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:


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

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

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

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

Dated: 1-17-23

Signature: 
Typed Name: Dave Glover
Title: Chief Financial Officer
Contractor: Restoration Management Company

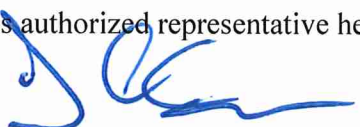
SCHEDULE Z
DOCUMENT 00 52 00

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

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

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

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

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
Restoration Management Company			
Company Name		Signature of Authorized Representative	
4142 Point Eden Way, Hayward, CA 94545		Dave Glover	
Address		Type or Print Name	
510	315.5408	6-6-23	
Area Code	Phone	Date	Type or Print Name

Please Note: General Contractors and all of their subcontractors are required to submit this certification form.

END OF DOCUMENT

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: CAC720076
Premium: Included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

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

Lockwood STEAM Elementary School Emergency Fire Damage Repair Project, located at 6701 International Blvd, Oakland, California, 94621, which consists of but not limited to: providing reconstruction services on an emergency basis, includes installation, replacement, painting, and removal of fire, extensive damage materials found on the exterior stucco, soffit, and carpet wall on the East and South Elevations as well as on the roof. Immediate action was necessary in order to protect the health and safety of staff, prevent conditions from causing hazardous issues, and avoid breathing and inhaling smoke particles caused by fire.

Which said agreement dated **January 23, 2023**, 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 Merchants Bonding Company (Mutual) ("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 Thousand and 0/100 ----- Dollars (\$ 350,000.00) 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, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon

this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

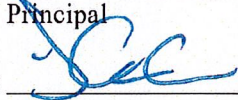
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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

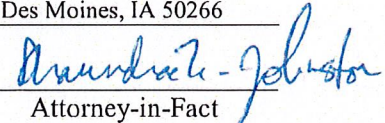
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 13th day of January, 2023.

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

Restoration Management Company
Principal

By: 

Merchants Bonding Company (Mutual)
Surety
6700 Westown Parkway
West Des Moines, IA 50266

By: 
Attorney-in-Fact

Shawndrae N. Johnston

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Contra Costa)

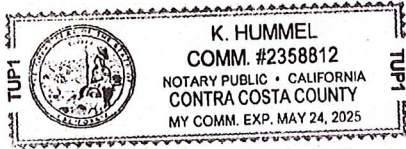
On JAN 13 2023 before me, K. Hummel, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Shawndrae N. Johnston
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Doreen A Green; Kathleen Earle; Shawndrae N Johnston; Steven N Passerine

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

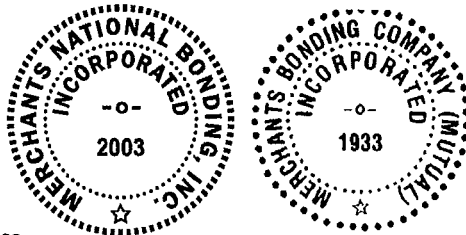
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

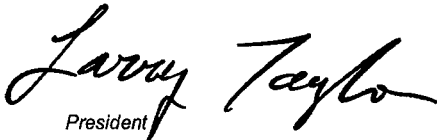
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of December, 2022.

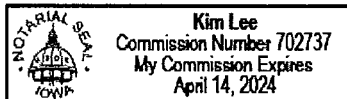


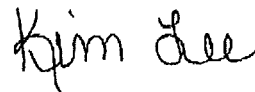
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

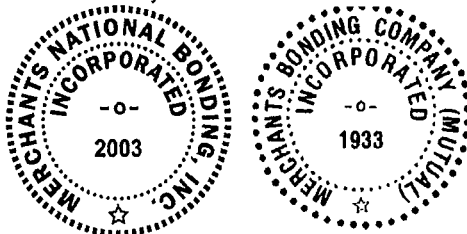



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of January, 2023.




Secretary

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: CAC720076
Premium: \$6,250.00

Restoration Management

KNOW ALL MEN BY THESE PRESENTS that we, Company, as Principal, and ^{Merchants Bonding} Company (Mutual), 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} Thousand and 00/100 Dollars (\$ 350,000.00 -----) 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 **January 23, 2023**, for construction of

The Lockwood STEAM Elementary School Emergency Fire Damage Repair Project, located at 6701 International Blvd, Oakland, California, 94621, which consists of but not limited to:

providing reconstruction services on an emergency basis, includes installation, replacement, painting, and removal of fire, extensive damage materials found on the exterior stucco, soffit, and carpet wall on the East and South Elevations as well as on the roof. Immediate action was necessary in order to protect the health and safety of staff, prevent conditions from causing hazardous issues, and avoid breathing and inhaling smoke particles caused by fire (the "Contract").

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

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 13th day of January, 2023,

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

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

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

Restoration Management Company

(Corporate Principal)

By:  _____

4142 Point Eden Way, Hayward, CA 94545

(Business Address)

(Affix Corporate Seal)

Merchants Bonding Company

(Mutual)

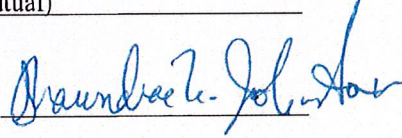
(Corporate Surety)

6700 Westown Parkway, West Des Moines, IA 50266

(Business Address)

Merchants Bonding Company

(Mutual)

By:  _____

Shawndrae N. Johnston, Attorney-in-Fact

The rate of premium on this bond is sliding scale per thousand.

The total amount of premium charged is \$6,250.00.

The above must be filled in by Corporate Surety.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

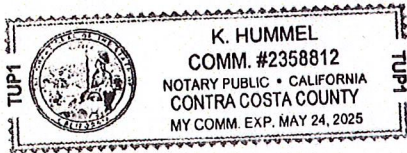
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)
On JAN 13 2023 before me, K. Hummel, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Shawndrae N. Johnston
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature K. Hummel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Doreen A Green; Kathleen Earle; Shawndrae N Johnston; Steven N Passerine

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

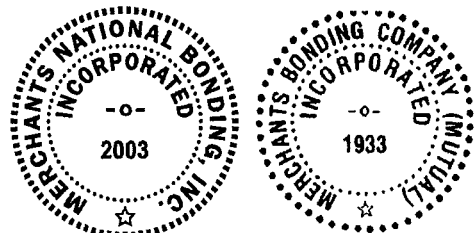
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

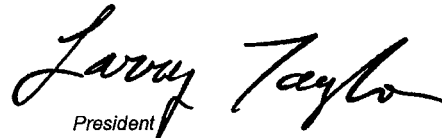
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of December, 2022.

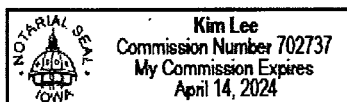


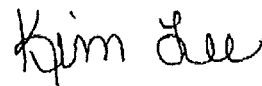
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

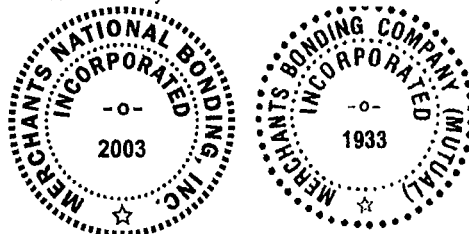



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of January, 2023.




Secretary

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

PROJECT: Lockwood STEAM Elementary School
 Emergency Fire Damage Repair Project (Project Name)

PROJECT NO: BIDDER'S NAME Restoration Management Company

DIR 10 Digit Registration No: 1000008793

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
LAUREL CHILD DEVELOPMENT CENTER
REPLACEMENT
PROJECT NO.:17126

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

{SR526332}

Dave Glover Print Name

Restoration Management Company Print Name of Employer



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/12/2023

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

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

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Jon K Takata Corporation DBA Restoration Management Company 4142 Point Eden Way Hayward CA 94545 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: Everest Indemnity Insurance Company		10851
	INSURER C: Houston Casualty Company		42374
	INSURER D: AXIS Surplus Insurance Company		26620
	INSURER E:		
INSURER F:			

Holder Identifier :

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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EF2ML00104221	06/01/2022	06/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 SIR/Deductible \$25,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0297398 - 05	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			EF4CU01633221	06/01/2022	06/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	WC029739605	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Archit&Eng Prof			EF2ML00104221 Claims Made	06/01/2022	06/01/2023	Prof Aggregate \$2,000,000 Prof Liab Limit \$1,000,000

Certificate No :

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

CERTIFICATE HOLDER**CANCELLATION**

Jon K Takata Corporation dba Restoration Management Company 4142 Point Eden Way Hayward, CA 94545 USA	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 <i>Aon Risk Insurance Services West, Inc.</i>
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Jon K Takata Corporation	
POLICY NUMBER See Certificate Number:			
CARRIER See Certificate Number:	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
D				ELZ663667012022	10/05/2022	06/01/2023	Aggregate	\$5,000,000
	OTHER							
B	Env Contr Poll			EF2ML00104221 Claims Made	06/01/2022	06/01/2023	Poll Aggregate	\$2,000,000
							Poll Liab Limit	\$1,000,000
C	Cyber Liability			H22PVS5091901 Claims Made	06/01/2022	06/01/2023	Cyber Agg/Limit	\$1,000,000
							Ded Each Claim	\$100,000



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Lockwood STEAM Elementary School Emergency Fire Damage Repair	Site	160
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Basic Directions

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

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

Contractor Name	Restoration Management Company	Agency's Contact	Tim Daley		
OUSD Vendor ID #	008214	Title	Project Manager		
Street Address	1804 Enterprise Blvd	City	W Sacramento	State	CA
Telephone	800-400-5058	Policy Expires	Zip	95691	
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 #	00978				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	2-1-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	7-7-2023
		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)	\$350,000.00
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
9031/0000	Fund 67	670-9031-0-0000-6000-5825-987-9870-9000-9999-99999	5825	\$350,000.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-879-8081
1.	Executive Director, Facilities Planning and Management Department				
	Signature	Date Approved	2/9/23		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	2/8/23		
	Deputy Chief, Facilities Planning and Management				
3.	Signature	Date Approved	2/9/23		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			