

Board Office Use: Legislative File Info.	
File ID Number	24-2414
Introduction Date	10-23-2024
Enactment Number	24-1991
Enactment Date	10/23/2024 os



Memo

To Board of Education

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

Board Meeting Date October 23, 2024

Subject Change Order No. 1 Agreement Between Owner and Contractor – RK Roofing & Construction, Inc. – Roosevelt Middle School Gym Replacement Project – Buildings and Grounds Department

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the District and RK Roofing & Construction, Inc., San Leandro, CA., to provide materials and installation of 20 cast iron drains, and two access hatches for damaged drains, along with new plywood and waterproofing around 20 drains, for the Roosevelt Middle School Gym Replacement Project, in the amount of \$110,363.01, increasing the contract price not-to-exceed amount from \$558,795.00 to \$669,158.01. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Change Order is for additional installation services for damaged drains, which includes PCO1 & PCO2 to be approved for various contract changes.

LBP (Local Business Participation Percentage) 00.0%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the District and RK Roofing & Construction, Inc., San Leandro, CA., to provide materials and installation of 20 cast iron drains, and two access hatches for damaged drains, along with new plywood and waterproofing around 20 drains, for the Roosevelt Middle School Gym Replacement Project, in the amount of \$110,363.01, increasing the contract price not-to-exceed amount from \$558,795.00 to \$669,158.01. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure Y

Attachments

- Change Order No. 1, and Other Documents
- Routing Form
- File ID, 24-1427

OAKLAND UNIFIED SCHOOL DISTRICT

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

CHANGE ORDER

For Design-Bid-Build Contract

Owner: Oakland Unified School District
Project: Roosevelt Gym Roof Replacement Project
School: Roosevelt Middle School
Contractor: RK Roofing & Construction, Inc.

Change Order No.: 1

Date: September 17th, 2024

DSA File No.: N/A
DSA Application No.: 24118
OUSD Project #: 24118
Project Manager: Marcus Board

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

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary): Provide materials and installation of 20 cast iron drains. This is due to the existing drains being in poor condition or nonexistent. Installation of two access hatches for drains by ER Plumbing, and the installation of new plywood and waterproofing around 20 drains.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$110,363.01

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

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SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	\$558,795.00
Prior Change Orders:	+ \$0.00
Total Contract Price Prior to this Change Order	= \$558,795.00
This Change Order's Adjustment:	+ \$110,363.01
Adjusted Contract Price (include all special and contingency allowances):	= \$669,158.01

Current Change Order's Percentage of Original Contract Price:	19.7%
Total Change Orders' Percentage of Original Contract Price:	19.7%

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

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

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:	60 Calendar Days
Prior change order adjustments to contract time:	+ 0 Calendar Days
This change order's adjustment to contract time:	+ 0 Calendar Days
Adjusted contract time:	= 60 Calendar Days

Start Date per Notice to Proceed:	June 27 th , 2024
Completion Deadline Based on Adjusted Contract Time:	August 26 th , 2024

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

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

OAKLAND UNIFIED SCHOOL DISTRICT

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Approved: Architect of Record	Approved and Agreed: General Contractor	Approved and Agreed:
	<u>AMANDA KOBLER</u>	<u>K Chatman</u>
Print Name:	Print Name:	Executive Director, Facilities
	<u>[Signature]</u>	<u>9-18-24</u>
Signature:	Signature:	Date:
	<u>9/17/24</u>	
Date:	Date:	
		<u>[Signature]</u>
Approved as to Form:		Chief Systems & Services Officer,
<u>Mark Williams</u>		Facilities
OUSD Facilities Counsel		<u>9-20-24</u>
Date: 09/25/2024		Date:

[Signature]
10/24/2024
Benjamin Davis, President, BOE

[Signature]
10/24/2024
Kyla Johnson-Trammell,
Superintendent and Secretary, BOE

RK Roofing & Construction Inc.
249 Estudillo Avenue
San Leandro, CA 94577
+1 5109027663
admin@rkroofs.com



INVOICE

BILL TO
Oakland Unified School District
955 High Street
Oakland, CA 94601

INVOICE # 1354
DATE 09/23/2024
DUE DATE 09/23/2024
TERMS Due on receipt

JOB SITE
Roosevelt Gym

DESCRIPTION	QTY	RATE	AMOUNT
Roosevelt Gym Re-Roof Project, PCO #1- Drain Installation			89,422.00

We appreciate your business!

BALANCE DUE

\$89,422.00

Unpaid balances will trigger lien proceedings. A service charge of 5% per month will be added to any unpaid balance after 7 days. In the event of legal action to collect a past due account, the owner agrees to pay all collection costs and attorney fees.

RK ROOFING & CONSTRUCTION INC. (PRIME)
ER PLUMBING & CONSTRUCTION INC (SUBCONTRACTOR)
PROPOSED CHANGE ORDER #1
PROJECT CONTRACT: 1926 E. 19th Street, Oakland
PROJECT: ROOSEVELT GYM RE-ROOF
SUBMITTED TO: OAKLAND UNIFIED SCHOOL DISTRICT
 DATE: 8/1/24

PROPOSED CHANGE ORDER #1 DETAIL (DRAINS)	
Subcontractor Detail - See attached	\$ 84,000.00
B. Labor (RK Roofing - Seal and Flash)	
4 Workers x \$75.42/hr x 10.3 hours	\$ 3,107.30
Insurance (WC): \$45 per \$100 of payroll	\$ 1,398.29
10.05% Employer Payroll Taxes	\$ 339.14
PLA Workforce Development Fund (.30/hr)	\$ 12.36
Apprentice/Training Development (.75/hr)	\$ 30.90
PRIME LABOR to Complete PCO Scope	\$ 4,887.99
D. Sub-Total	\$ 88,887.99
E. Contractor Overhead/Profit (15%)	\$ 4,444.40
F. Sub-Total	\$ 93,332.39
G. Bonds and Insurance (1.5%)	\$ 1,399.99
TOTAL	\$ 94,732.37

PCO #1 Grand Total	\$ 94,732.37
Reduction per OUSD	\$ (5,310.37)
PCO #1 Grand Total FINAL	\$ 89,422.00

ER PLUMBING & CONSTRUCTION INC

General Engineering Contractor

2346 E 20TH ST. OAKLAND CA 94601 | dballerconstruction@gmail.com | 510.388.0567 | CSLB: 1000384

CONTRACT 24772

Submitted To: RK ROOFING & CONSTRUCTION INC

Contact Info: Kenneth Nwokedi
Phone: (510) 902-7663
ken@rkroofs.com

Project Address: 1926 E 19th St, Oakland, CA 94606

WE HEREBY SUBMIT SPECIFICATIONS AND BID PROPOSAL FOR:

Roof Drain Replacement

This proposal is for the replacement of 20 Roof Drains at Roosevelt Middle School located at 1926 E 19th St. Oakland CA.

Including demolition of the existing roof drains.

Installation of brand new iron roof drains.

Each new roof drain will be connected to the existing 3" cast iron down spouts.

Removal of all construction related debris.

This contract would adhere to Union Agreement, using certified payroll and prevailing wages.

Job Notes: *All mentioned work will be coordinated with JK Roofing and the Oakland Unified School District.

Total Project Cost \$84,000.00. ER Plumbing asks for a deposit used towards materials and mobilization of 10% which is \$8,400.00 due upon agreement.

Kenneth Nwokedi

Date

Print Client's Name

Signature

7/19/24

ER Plumbing and Construction Inc

David Ball

Date

Print Contractor's Name

Signature

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

Annenicole Dy - erplumbingcon@gmail.com

OAKLAND UNIFIED SCHOOL DISTRICT

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

(Proposed Change Order) No. 1

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

PROJECT: Roosevelt MS Gym Replacement Project
Roosevelt Middle School

DATE: SEPTEMBER 13TH, 2024

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: N/A

CONTRACTOR: RK ROOFING & CONSTRUCTION, INC
249 Estudillo Ave
San Leandro CA 94577

DSA APP NO.: N/A

OUSD PROJECT #: 24118

PROJECT MANAGER: Marcus Board

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

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): Provide materials and installation of 20 cast iron drains. *Due to need as the existing drains were bad and/or not there.*

OTHER PROPOSED CHANGES TO THE CONTRACT: None

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$89,422.00

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

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

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OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT ES GYM ROOF REPLACEMENT
PROJ #

PCO#001 REPLACE EXISTING ROOF DRAINS

To: I. NICOSI/PM
From: E.Vinuya, PE/Chief Cost Estimator
Date: 4-Sep-24

General Comments:

1 GENERAL CONTRACTOR: RK ROOFING AND CONSTRUCTION

Total manhours is accepted for the GC scope of work.

General Contractor's Hourly Rate (Base Rates + Fringes) for Roofer/JM of \$75.42 is per DIR rates and as recommended by the District.

Workmens comp of 43.52% is accepted per Insurance premium documentation provided by insurance company not 45% used by the Contractor.. All other insurance is included in the 1.5% Bond & insurance as per Contract.

2 FIRST TIER SUBCONTRACTOR - ER PLUMBING

Total manhours is accepted for ER Plumbing scope of work.

Hourly Labor Rates (\$155.55 = Base+Fringes+Payroll Taxes) used by ER Plumbing appears high. District approved rates for Plumber/Pipe fitters based on DIR Rates plus applicable payroll taxes is only \$140.30.

3 GENERAL CONTRACTOR's COST PROPOSALS

\$ 94,732.37

ESTIMATED CONSTRUCTION COST FOR PCO#001

\$ 89,422.00

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT ES GYM ROOF REPLACEMENT
Oakland, CA**

Project Number: **0**
Date: **4-Sep-24**

Decribr **PCO#001
REPLACE EXISTING ROOF DRAINS
SEAL & FLASH**

Reference Drawing: **Cost Proposal dated 078/01/2024**
GEN. CONTRACTOR: **RK ROOFING**

Total Labor Cost	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 4,815.15	\$ -	\$ -		\$ 4,815.15
4				
5				
6				
7 \$ 4,815.15	+ \$ -	+ \$ -		= \$ 4,815.15
8				
9	Expenses:			
10	Material Sales Tax.....	10.25%	of Total Material:	Included
11	Rental Sales Tax.....	0.00%	of Total Rental:	Incl.
12				
13	Subtotal - Line 7 thru 12: \$ 4,815.15			
14				
15	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	\$ 722.27
19				
20	Subtotal - Line 13 thru 19: \$ 5,537.42			
21				
22	Sub-Subcontractor's Cost -ER PLUMBING \$ 78,631.50			
23				
24	SUBTOTAL - Subcontractor's Cost \$ 78,631.50			
25	General Contractor OH&P on Sub Cost:	5.00% *		\$ 3,931.57
29				
30	SUBTOTAL \$ 88,100.49			
31	Bonds & Insurance Premium	1.50%		\$ 1,321.51
32				
33	TOTAL PROBABLE CONSTRUCTION COST - RK ROOFING \$ 89,422.00			

Detailed Estimate

REPRODUCTION OF EXISTING ROOF DRAINAGE										
No.	Description	No. of Units	Per	M.H. Per Unit	LABOR COST		MATERIAL COST		EQUIPT. COST	
					M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost
GEN. CONTRACTOR		RK ROOFING								
Project Description:		REPLACE EXISTING ROOF DRAINS								
1	SCOPE OF WORK:									
2	Seal & Flash	20	EA	2.0600	41.20					
3										
4										
5										
6	MATERIALS									
7	Not Used	0	Rolls	0.000	0.00			\$ -	\$ -	
8										
9										
10										
11										
12	LABOR:									
13	Roofer/JM	4.00	EA	10.30	41.20	\$ 75.42	\$ 3,107			
14	Workmen's Comp	43.52%				\$ 3,107	\$ 1,352			
15	Payroll taxes	10.05%				\$ 3,107	\$ 312			
16	PLA Workforce				41.20	\$ 0.30	\$ 12.36			
17	Apprentice/Training Dev				41.20	\$ 0.75	\$ 30.90			
18										
19										
20										
21										
22	EQUIPMENT									
23	Not Used	0.00	Lds	0.00					\$ -	\$ -
24										
25										
26										
27										
28										
29	SHEET TOTALS						\$4,815.15	\$ -		\$ -

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT ES GYM ROOF REPLACEMENT
Oakland, CA**

Project Number: **0**
Date: **4-Sep-24**

Describe: **PCO#001
REPLACE EXISTING ROOF DRAINS**

Reference Drawing: **Cost Proposal dated 07/2/2024**
SUBCONTRACTOR: **ER PLUMBING**

Total Labor Cost	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 44,896.00	\$ 20,574.00	\$ 6,013.18		\$ 71,483.18
4				
5				
6				
7 \$ 44,896.00	+ \$ 20,574.00	+ \$ 6,013.18		= \$ 71,483.18
8				
9				
10	Expenses:			
11	Material Sales Tax.....	10.25%	of Total Material:	Included
12	Rental Sales Tax.....	0.00%	of Total Rental:	Incl.
13			Subtotal - Line 7 thru 12: \$	71,483.18
14				
15	General Contractor OH, B&P, &P:	10.00% *	Total Cost	\$ 7,148.32
19				
20			Subtotal - Line 13 thru 19: \$	78,631.50
21				
22			Sub-Subcontractor's Cost -None	\$ -
23				
24			SUBTOTAL - Subcontractor's Cost	\$ -
25	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
29				
30			SUBTOTAL	\$ 78,631.50
31	Bonds & Insurance Premium	0.00%		\$ -
32				
33			TOTAL PROBABLE CONSTRUCTION COST - ER PLUMBING	\$ 78,631.50

Detailed Estimate

S GYM REROOFING											
No.	Description	No. of Units	Per	M.H. Per Unit	LABOR COST		MATERIAL COST		EQUIPT. COST		
					M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
ER PLUMBING		ER PLUMBING									
Project Description:		REPLACE EXISTING ROOF DRAINS									
1	SCOPE OF WORK:										
2	Demo existing roof draings	20	EA	3.00	60.00						
3	Install new roof drains	20	EA	4.00	80.00						
4	Connect RD to 3" CI downspout	20	EA	2.00	40.00						
5	Install new plates	20	EA	2.00	40.00						
6	Removal of all construction debris	20	EA	1.500	30.00						
7				12.500	250.00						
8											
9	MATERIALS										
10	Roof Drains	20	EA	16.000	320.00			\$ 680.00	\$ 13,600.00		
11	Metal Plates	20	EA					\$ 250.00	\$ 5,000.00		
12	Shipping & handling	10.61%						\$18,600.0	\$ 1,974.00		
13											
14											
15	LABOR:										
16	Plumber/Pipefitter	4.00	EA	80.00	320.00	\$ 140.30	\$ 44,896				
17											
18											
19											
20	EQUIPMENT										
21	Scissor's Lift 24-26'	2.00	EA	80.00	160.00					\$ 29.00	\$ 4,640.00
22	Delivery & Return	2.00	EA							\$ 686.59	\$ 1,373.18
23											
24											
25											
26											
27	SHEET TOTALS						\$44,896.00		\$ 20,574.00		\$ 6,013

OAKLAND UNIFIED SCHOOL DISTRICT

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(Proposed Change Order) No. 2

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

PROJECT: Roosevelt MS Gym Replacement Project
Roosevelt Middle School

DATE: SEPTEMBER 13TH, 2024

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: RK ROOFING & CONSTRUCTION, INC
249 Estudillo Ave
San Leandro CA 94577

DSA FILE NO.: ____-_____
DSA APP NO.: ____-_____
OUSD PROJECT #: 24118
PROJECT MANAGER: Marcus Board

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

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): Installation of two access hatches for drains by ER plumbing. Installation of new plywood and waterproofing around 20 drains.

OTHER PROPOSED CHANGES TO THE CONTRACT: None

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$21,146.33

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

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

OAKLAND UNIFIED SCHOOL DISTRICT

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

CERTIFICATION

I, Amanda Kobler, declare the following:

RK Roofing & Construction Inc has contracted with OUSD for the Roosevelt MS Gym Roof Replacement ("Contract"). RK Roofing & Construction Inc authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated September 13th, 2024, and requesting \$21146.33, and I prepared the attached COR. I am the most knowledgeable person at RK Roofing & Construction Inc regarding this COR.

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

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that OUSD is responsible under its Contract with RK Roofing & Construction Inc.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for RK Roofing & Construction Inc when necessary to ensure that the statements were true and correct. Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed Sept 12th, 2024, at Oakland California.

[Signature]
[signature]
RK Roofing & Construction Inc.
[name of declarant]

Approved: Architect of Record <u>N/A</u> Date:	Approved and Agreed: General Contractor <u>[Signature]</u> <u>9/12/24</u> Date:	Approved and Agreed: <u>[Signature]</u> Executive Director of Facilities Date: <u>9.13.2024</u> <u>[Signature]</u> Chief Systems & Services Facilities Date: <u>9.13.24</u>
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RK Roofing & Construction Inc.
249 Estudillo Avenue
San Leandro, CA 94577
+1 5109027663
admin@rkroofs.com



INVOICE

BILL TO

Oakland Unified School District
955 High Street
Oakland, CA 94601

INVOICE # 1355

DATE 09/23/2024

DUE DATE 09/23/2024

TERMS Due on receipt

JOB SITE

Roosevelt Gym

DESCRIPTION	QTY	RATE	AMOUNT
Roosevelt Gym Re-Roof Project, PCO #2- Roof Hatch Installation and Drain Waterproofing			20,941.01

We appreciate your business!

BALANCE DUE

\$20,941.01

RK ROOFING & CONSTRUCTION INC. (PRIME)
PCO #2 - Contract 24118
PROJECT CONTRACT: 1926 E. 19th Street, Oakland
PROJECT: ROOSEVELT GYM RE-ROOF
SUBMITTED TO: OAKLAND UNIFIED SCHOOL DISTRICT
 8/26/24

PCO #2 Detail - PRIME	
NEW DRAIN PLYWOOD & WATERPROOFING	
A. Materials (20 sheets 4 x 8' plywood @ \$55/sheet)	\$ 1,100.00
B. Labor by RK Roofing	
7 Workers x \$75.42/hr x 16 hours (8/12/24 & 8/13/24)	\$ 8,447.04
Insurance (WC): \$45 per \$100 of payroll	\$ 3,801.17
10.05% Employer Payroll Taxes	\$ 899.81
Apprentice/Training Development (.75/hr)	\$ 84.00
PRIME LABOR to Complete PCO Scope	\$13,265.62
D. Sub-Total	\$ 14,365.62
E. Contractor Overhead/Profit (15%)	\$ 2,154.84
F. Sub-Total	\$ 16,520.46
G. Bonds and Insurance (1.5%)	\$ 247.81
H. Total	\$ 16,768.27
PCO #2 Grand Total	\$ 21,146.33
Reduction per OUSD	\$ (205.32)
PCO #2 Grand Total FINAL	\$ 20,941.01

PCO #2 Detail - SUBCONTRACTOR	
INSTALLATION OF TWO ACCESS HATCHES FOR DRAINS	
F. Subcontractor Subtotal Detail - see attached	\$ 4,107.96
G. GC Overhead/Profit (5%)	\$ 205.40
H. Subtotal	\$ 4,313.36
I. Bonds and Insurance (1.5%)	\$ 64.70
J. Total	\$ 4,378.06

RK ROOFING & CONSTRUCTION INC. (PRIME)
 PCO #2 - Contract 24118
 PROJECT CONTRACT: 1926 E. 19th Street, Oakland
 PROJECT: ROOSEVELT GYM RE-ROOF
 SUBMITTED TO: OAKLAND UNIFIED SCHOOL DISTRICT
 8/26/24

PCO #2 Detail - PRIME	
NEW DRAIN PLYWOOD & WATERPROOFING	
A. Materials (20 sheets 4 x 8' plywood @ \$55/sheet)	\$ 1,100.00
B. Labor by RK Roofing	
7 Workers x \$75.42/hr x 16 hours (8/12/24 & 8/13/24)	\$ 8,447.04
Insurance (WC): \$45 per \$100 of payroll	\$ 3,801.17
10.05% Employer Payroll Taxes	\$ 899.81
Apprentice/Training Development (.75/hr)	\$ 84.00
PRIME LABOR to Complete PCO Scope	\$13,265.62
D. Sub-Total	\$ 14,365.62
E. Contractor Overhead/Profit (15%)	\$ 2,154.84
F. Sub-Total	\$ 16,520.46
G. Bonds and Insurance (1.5%)	\$ 247.81
H. Total	\$ 16,768.27

PCO #2 Detail - SUBCONTRACTOR	
INSTALLATION OF TWO ACCESS HATCHES FOR DRAINS	
F. Subcontractor Subtotal Detail - see attached	\$ 4,107.96
G. GC Overhead/Profit (5%)	\$ 205.40
H. Subtotal	\$ 4,313.36
I. Bonds and Insurance (1.5%)	\$ 64.70
J. Total	\$ 4,378.06

OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT ES GYM ROOF REPLACEMENT

PROJ # 24118

PCO#002 ADD ROOF HATCHES FOR DRAINS & NEW PLYWOOD & WATERPROOF AROUND
20 DRAINS

To: I. NICOSI/PM

From: E.Vinuya, PE/Chief Cost Estimator

Date: 10-Sep-24

General Comments:

1 GENERAL CONTRACTOR: RK ROOFING AND CONSTRUCTION

Total manhours is accepted for the GC scope of work.

General Contractor's Hourly Rate (Base Rates + Fringes) for Roofer/JM of \$75.42 is per
DIR rates and as recommended by the District.

Workmens comp of 43.52% is accepted per insurance premium documentation provided
by insurance company not 45% used by the Contractor.. All other insurance is included
in the 1.5% Bond & insurance as per Contract.

2 FIRST TIER SUBCONTRACTOR - ER PLUMBING

Cost provided by Sub appears reasonable

3 GENERAL CONTRACTOR's COST PROPOSALS

\$ 21,146.33

ESTIMATED CONSTRUCTION COST FOR PCO#002

\$ 20,941.01

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT ES GYM ROOF REPLACEMENT
Oakland, CA**

Project Number: 24118
Date: 10-Sep-24

Decripr **PCO#002**

**ADD ROOF HATCHES FOR DRAINS & NEW PLYWOOD & WATERPROOF AROUND 20
DRAINS**

Reference Drawing: Cost Proposal dated 08/26/2024
GEN. CONTRACTOR: **RK ROOFING**

Total Labor Cost	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 13,089.72	\$ 1,100.00	\$ -		\$ 14,189.72
4				
5				
6				
7 \$ 13,089.72	+ \$ 1,100.00	+ \$ -		= \$ 14,189.72
8				
9 Expenses:				
10 Material Sales Tax.....		10.25%	of Total Material:	Included
11 Rental Sales Tax.....		0.00%	of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ 14,189.72
14				
15 General Contractor OH, B&IP, &P:		15.00% *	Total Cost	\$ 2,128.46
19				
20			Subtotal - Line 13 thru 19:	\$ 16,318.18
21				
22			Sub-Subcontractor's Cost -ER PLUMBING	\$ 4,107.96
23				
24			SUBTOTAL - Subcontractor's Cost	\$ 4,107.96
25 General Contractor OH&P on Sub Cost:		5.00% *		\$ 205.40
29				
30			SUBTOTAL	\$ 20,631.54
31 Bonds & Insurance Premium		1.50%		\$ 309.47
32				
33			TOTAL PROBABLE CONSTRUCTION COST - RK ROOFING	\$ 20,941.01

Detailed Estimate

ROOSEVELT ES GYM ROOF REPLACEMENT											
Date: 10/10/2024											
No.	Description	No. of Units	Per	M.H. Per Unit	LABOR COST			MATERIAL COST		EQUIPT. COST	
					M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		RK ROOFING									
Project Description:		ADD ROOF HATCHES FOR DRAINS & NEW PLYWOOD & WATERPROOF AROUND 20 DRAINS									
1	SCOPE OF WORK:										
2	PLYWOOD &										
3	WATERPROOFING AROUND										
4	DRAINS	20	EA	5.6000	112.00						
5											
6	MATERIALS										
7	Plywood, 4x8-20 pcs	640	SF	0.000	0.00			\$ 1.72	\$ 1,100.00		
8											
9											
10											
11											
12	LABOR:										
13	Roofer/JM	7.00	EA	16.00	112.00	\$ 75.42	\$ 8,447				
14	Workmen's Comp	43.52%				\$ 8,447	\$ 3,676				
15	Payroll taxes	10.05%				\$ 8,447	\$ 849				
16	PLA Workforce				112.00	\$ 0.30	\$ 33.60				
17	Apprentice/Training Dev				112.00	\$ 0.75	\$ 84.00				
18											
19											
20											
21											
22	EQUIPMENT										
23	Not Used	0.00	Lds	0.00						\$ -	\$ -
24											
25											
26											
27											
28											
29	SHEET TOTALS						\$13,089.72		\$ 1,100.00		\$ -

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT ES GYM ROOF REPLACEMENT
Oakland, CA**

Project Number: 24118
Date: 10-Sep-24

Decripr **PCO#002**
**ADD ROOF HATCHES FOR DRAINS & NEW PLYWOOD & WATERPROOF AROUND 20
DRAINS**
INSTALL ROOF HATCHES

Reference Drawing: Cost Proposal dated 08/26/2024
SUBCONTRACTOR: ER PLUMBING

Total Labor Cost	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 3,460.58	\$ 647.38	\$ -		\$ 4,107.96
4				
5				
6				
7 \$ 3,460.58	+ \$ 647.38	+ \$ -		= \$ 4,107.96
8				
9	Expenses:			
10	Material Sales Tax.....	10.25%	of Total Material:	Included
11	Rental Sales Tax.....	0.00%	of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ 4,107.96
14				
15	General Contractor OH, B&IP, &P:	10.00% *	Total Cost	Incl.
19				
20			Subtotal - Line 13 thru 19:	\$ 4,107.96
21				
22			Sub-Subcontractor's Cost -None	\$ -
23				
24			SUBTOTAL - Subcontractor's Cost	\$ -
25	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
29				
30			SUBTOTAL	\$ 4,107.96
31	Bonds & Insurance Premium	0.00%		\$ -
32				
33	TOTAL PROBABLE CONSTRUCTION COST - ER PLUMBING			\$ 4,107.96

Detailed Estimate

ROOSEVELT ES GYM ROOF REPLACEMENT												
											Date:	9/10/2024
No.	Description	No. of Units	Per	M.H. Per Unit	LABOR COST		MATERIAL COST		EQUIPT. COST			
					M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
ER PLUMBING		ER PLUMBING										
Project Description:		ADD ROOF HATCHES FOR DRAINS & NEW PLYWOOD & WATERPROOF AROUND 20 DRAINS										
1	SCOPE OF WORK:											
2	Install roof hatches	2	EA	16.00	32.00							
3												
4												
5												
6												
7												
8												
9	MATERIALS											
10	Access Door	2	EA	16.000	32.00			\$ 243.69	\$ 487.38			
11	Shipping & handling	1	LS					\$ 65.00	\$ 65.00			
12	Misc. materials	1	LS					\$ 95.0	\$ 95.00			
13												
14												
15	LABOR:											
16	Carpenter/JM	2.00	EA	16.00	32.00	\$ 108.14	\$ 3,460.58					
17												
18												
19												
20	EQUIPMENT											
21	Not Used	0.00	EA	0.00	0.00					\$ -	\$ -	
22												
23												
24												
25												
26												
27	SHEET TOTALS						\$3,460.58		\$ 647.38		\$ -	

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Roosevelt Middle School Gym Roof Replacement Project	Site	212
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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 Name	RK Roofing & Construction Inc.	Agency's Contact	Sam Espinosa				
OUSD Vendor ID #	009084	Title					
Street Address	249 Estudillo Ave.	City	San Leandro	State	CA	Zip	94577
Telephone	510-902-7663	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	24118						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-27-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	08-26-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 110,363.01
Other Expenses		Requisition Number	

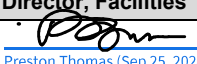
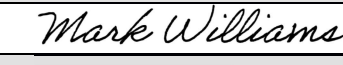

Budget Information

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
9655/9000	Fund 21/Measure Y	210-9655-0-9000-8500-6271-212-9180-9906-9999-24118	6271	\$110,363.01

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature 	Date Approved	Sep 25, 2024		
	<small>Preston Thomas (Sep 25, 2024 21:27 PDT)</small>				
2.	General Counsel, Facilities				
	Signature 	Date Approved	09/25/2024		
3.	Chief Systems & Services Officer				
	Signature 	Date Approved	Sep 25, 2024		
	<small>Preston Thomas (Sep 25, 2024 21:27 PDT)</small>				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	24-1427
Introduction Date	06-26-2024
Enactment Number	24-1341
Enactment Date	06/26/2024 er



Memo (Bid Award)

To Board of Education

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

Board Meeting Date June 26, 2024

Subject Agreement Between Owner and Contractor – RK Roofing & Construction Inc. – Roosevelt Middle School Gym Roof Replacement Project –Buildings and Grounds Department

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and **RK Roofing & Construction Inc, San Leandro, CA**, for the latter to demolish the existing roof and install a new roof, including insulation and decking, for the **Roosevelt Middle School Gym Roof Replacement Project** in the total amount of **\$558,795.00**, which includes a contingency allowance of **\$60,000.00**, with the work anticipated to commence on June 27, 2024, and required to be completed within sixty days (60), with an anticipated ending date of August 26, 2024.

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

LBP (Local Business Participation Percentage) 100.0%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and RK Roofing & Construction Inc, San Leandro, CA, for the latter to demolish the existing roof and install a new roof, including insulation and decking, for the Roosevelt Middle School Gym Roof Replacement Project in the total amount of \$558,795.00, which includes a contingency allowance of \$60,000.00, with the work anticipated to commence on June 27, 2024, and required to be completed within sixty days (60), with an anticipated ending date of August 26, 2024.

Fiscal Impact Fund 21- Building Fund / Measure Y

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 24-1427

Department: Facilities Planning and Management

Vendor Name: RK Roofing & Construction, Inc.

Project Name: Roosevelt Middle School
Gym Roof Replacement Project

Project No.: 24118

Contract Term: Intended Start: June 27, 2024

Intended End: August 26, 2024

Total Cost Over Contract Term: \$558,795.00

Approved by: Preston Thomas

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

RK Roofing & Construction Inc., Inc. was selected by the District as the lowest responsible and responsive bid.

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

RK Roofing & Construction Inc. will demolish the existing roof and install a new roof, including insulation and decking, for the Roosevelt Middle School Gym Roof Replacement Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$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: _____

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 \$109,300 or less (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ 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 \$109,300 (as of 1/1/23)
- ☐ 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:



Oakland Unified School District
L/SL/RBE Verification
Calculations & Analysis Worksheet

Site: Roosevelt Middle School

Project Name: Gym Roof Replacement

Project Number: 24118

Submittal From	Prime/Sub	Proposed S/LBE Status	LBP Credit Given	Proposed L/SL/RBE Contract Amount	Proposed Contract %	50% LBU Requirement Met	LBU Bid Discount (% and Dollar Amount)	Notes					
RK Roofing & Construction, Inc.	RK Roofing	SLBE	SLBE	\$588,795.00	100.00%	YES	+2%	City of Oakland - SLBE Confirmed SLBE Credit Given					
					0.00%								
					0.00%								
					0.00%								
					0.00%								
Total Proposed Contract Amount:				\$588,795.00									
Total Proposed LBU Participation:				\$588,795.00	0.00%		4.00%	SLRBE %	0.00%	SLBE %	100.00%	LBE %	0.00%
Base Bid (With Discount)				\$565,243.20			\$23,551.80	This firm meets the minimum OUSD LBU requirements.					
Best Contracting Services	Best Contracting Services	n/a	n/a	\$0.00	0.00%	NO	0.00%	No LBU Certification Information Provided					
					0.00%								
					0.00%								
					0.00%								
					0.00%								
Total Proposed Contract Amount:				\$1,024,300.00			0.00%						
Total Proposed LBU Participation:				\$0.00	0.00%		\$0.00	SLBE %	0.00%	SLBE %	0.00%	LBE %	0.00%
Base Bid (With Discount)				\$1,024,300.00				This firm does not meet the minimum OUSD LBU requirements.					

LBU Justification

- ☒ **LBU Requirement:** The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize up to 25% LBE participation.
- ☐ **LBU Modification** - Based on the availability analysis conducted for this specific RFP/Q, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFP/Q and can be met with 50% cumulative local business participation utilization (inclusive of SLBE and/or LBE participation.)
- ☐ **LBU Complete Waiver** - The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or LBE requirement for this contract.

Responsive:

Based on the LBU Participation Worksheet, the Compliance Team finds the following firms responsive and eligible for contract award.

RK Roofing & Construction, Inc.


Approval - LBU Compliance Officer

Non Responsive:

Based on the LBU Participation Worksheet, the Compliance Team finds the following firms nonresponsive and ineligible for contract award.

Best Contracting Services



Prepared by 360 Total Concept
LBU Calculations - Roosevelt Middle School - Gym Roof Replacement - 24118
Construction Services
05.16.24

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **June 27, 2024**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called "OUSD" or the "Owner," and **RK Roofing & Construction Inc.**, hereinafter called the "Contractor."

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

ARTICLE I. SCOPE OF WORK.

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

the Roosevelt Middle School Gym Roof Replacement Project
at 1926 E 19th Street, Oakland, CA,

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

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

and other Contract Documents relating thereto.

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

This contract is subject to the District's Project Labor Agreement, dated June 30, 2021, which is available to upload found by going to the OUSD home page: ousd.org > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

ARTICLE II. CONTRACT DOCUMENTS.

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract." The Contractor and its subcontractors must use the Owner's program

{SR799843}

Agreement Between Owner and Contractor Over \$60,000 – RK Roofing & Construction Inc.. – Roosevelt Middle School Gym Roof Replacement - \$588,795.00

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 **sixty (60)** calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **June 27, 2024**, in which case the deadline for Completion would be **August 26, 2024**.

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

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

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

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

{SR799843}2

loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

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

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

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

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

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **Five Hundred Eighty-Eight Thousand Seven Hundred Ninety-Five Dollars (\$588,795.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general contingency allowance of **Sixty Thousand (\$60,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

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

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

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

ARTICLE VII. PREVAILING WAGES.

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

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

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

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

ARTICLE VIII. WORKING HOURS.

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

ARTICLE IX. APPRENTICES.

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

apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS.

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

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

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

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

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

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

ARTICLE XII. ENTIRE AGREEMENT.

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

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

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

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XV. BINDING EFFECT.

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

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

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

ARTICLE XVII. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order,

{SR799843}8

Signature:

Email: preston.thomas@ousd.org

signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

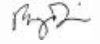
ARTICLE XIX. WRITTEN NOTICE.

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


ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

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


OAKLAND UNIFIED SCHOOL DISTRICT



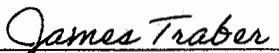
Benjamin Davis, President,
Board of Education Date 6/27/2024



Kyla Johnson-Trammell, Superintendent
& Secretary Board of Education Date 6/27/2024

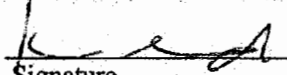


Preston Thomas (Jun 3, 2024 09:03 PDT)
Preston Thomas, Chief Systems & Services
Officer, Facilities Planning and Management Date Jun 3, 2024



James Traber, Esq.
OUSD Facilities Legal Counsel Date 5/29/24

RK ROOFING & CONSTRUCTION INC.



Signature Date 5/20/24
Kenneth Nwokedi, CEO
Print Name, Title

{SR799843}9

Agreement Between Owner and Contractor Over \$60,000 – RK Roofing & Construction Inc.. – Roosevelt Middle School Gym Roof Replacement - \$588,795.00

781758
CALIFORNIA CONTRACTOR'S
LICENSE NO.

10/31/2025
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.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary

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

PERFORMANCE BOND

Bond Number: 100425215

KNOW ALL MEN BY THESE PRESENTS that we, RK Roofing & Construction Inc., 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 Five Hundred Eighty Eight Thousand Seven Hundred Ninety Five Dollars (\$588,795.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated June 27, 2024, for construction of

the Roosevelt Middle Schol Gym Roof Replacement at 1926 E 19th Street, Oakland, CA,

(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 24th day of May, 2024, 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)

RK Roofing & Construction Inc.
(Corporate Principal)

249 Estudillo Ave, San Leandro, CA 94577
(Business Address)

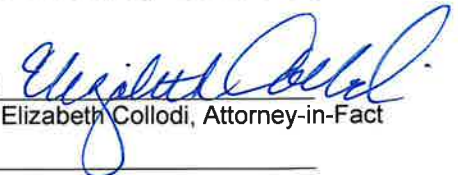
By: 

(Affix Corporate Seal)

Merchants Bonding Company (Mutual)
(Corporate Surety)

6700 Westown Parkway
(Business Address)

West Des Moines, IA 50266

By: 
Elizabeth Collodi, Attorney-in-Fact

The rate of premium on this bond is \$30.00 per thousand.

The total amount of premium charged is \$17,664.00. Premium is Subject to Adjustments
Based on the Final Contract Amount

The above must be filled in by Corporate Surety.

ACKNOWLEDGMENT

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

State of California

County of Butte

On May 24, 2024 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi
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  (Seal)



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,

Bill Rapp; Brad Espinosa; Breanna Boatright; Cassandra Medina; Deanna Quintero; Elizabeth Collodi; Jason March; Jennifer Lakmann; John Hopkins; John Weber; Kathleen Le; Matthew Foster; Mindy Whitehouse; Pam Sey; Paula Senna; Phillip Watkins; Renee Ramsey; Samantha Watkins; Sara Walliser; Sharon Smith; Steven Lee Williams; Tony Clark

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 19th day of March, 2024.



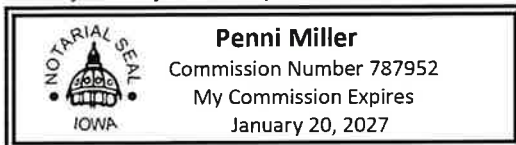
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss:

On this 19th day of March, 2024, 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.



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

Penni Miller
Notary Public

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 24th day of May, 2024.



William Warner Jr.
Secretary

PAYMENT BOND
(Labor and Material)

Bond Number: 100425215

KNOW ALL MEN BY THESE PRESENTS:

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

The Contract, at 1926 E 19th Street, Oakland, CA, which consists of the Roosevelt Middle School Gym Roof Replacement,

which said agreement dated **June 27, 2024**, 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 Five Hundred Eighty Eight Thousand Seven Hundred Ninety Five Dollars (\$ 588,795.00) 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 24th day of May, 2024.

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

RK Roofing & Construction Inc.

Principal



Merchants Bonding Company (Mutual)
Surety

By: 

Elizabeth Collodi, Attorney-in-Fact

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

ACKNOWLEDGMENT

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

State of California

County of Butte)

On May 24, 2024 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi
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  (Seal)



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,

Bill Rapp; Brad Espinosa; Breanna Boatright; Cassandra Medina; Deanna Quintero; Elizabeth Collodi; Jason March; Jennifer Lakmann; John Hopkins; John Weber; Kathleen Le; Matthew Foster; Mindy Whitehouse; Pam Sey; Paula Senna; Phillip Watkins; Renee Ramsey; Samantha Watkins; Sara Walliser; Sharon Smith; Steven Lee Williams; Tony Clark

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 19th day of March, 2024.



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

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 19th day of March, 2024, 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.



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

Penni Miller
Notary Public

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 24th day of May, 2024.



William Warner Jr.
Secretary

BID OPENING TABULATION SHEET

Date:	Wednesday, May 8, 2024
Time:	2:00 p.m.
Project Mgr:	Marcus Board
Architect:	N/A

Signature of Bid Opener

[illegible]

BID FORM
DOCUMENT 00 31 01

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

Dear Board Members:

The undersigned, doing business under the firm name of RK Roofing & Construction Inc, hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Roosevelt Middle School Gym Roof Replacement, located at 1926 E 19th Street, Oakland, (the "Contract")**, Scope of work includes, Installation of replacement of its existing roof system, including demolition of the current roof system, installation of insulation and decking, and application of a two-ply membrane. Removal and reinstallation of solar panels will be done by a separate contractor before and after construction of the roof. Demolition: Complete removal and disposal of the existing roof system, scuppers, drains, and any associated debris. Installation: Mechanically attach 2" insulation, crickets, and 1/2" primed Dens Deck at field locations and mechanical unit locations. Membrane Application: Torch a two-ply Johns Manville Smooth and Cap Sheet APP roof roll membrane to all field and mechanical areas, as well as base flashings. Flashings and Metals: Mechanically attach all roof flashings, counter flashing, and coping metals. Warranty: Provide both the manufacturer's warranty and a 20-year warranty from the contractor. Quality Assurance: Water testing will be performed with OUSD & the contractor present before final sign off. Punch List: Contractors are required to sign and return a punch list upon completion of the project.

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

Bid Amount (Base Bid):

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

Five hundred and twenty eight thousand seven hundred and ninty five Dollars <i>Bid Amount Without Contingency Allowance</i>	\$ <u>528,795.00</u>
--	----------------------

OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT MIDDLE SCHOOL
GYM ROOF REPLACEMENT
PROJECT NO. 24118
APRIL 14, 2024

BID FORM
DOCUMENT 00 31 01

<u>Sixty Thousand</u> Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	<u>\$60,000.00</u>
Five hundred and eighty eight thousand seven hundred and ninety five Dollars <i>Total Base Bid Amount</i>	<u>\$588,795.00</u>
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

Miscellaneous:

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

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

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

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

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

RK Roofing & Construction Inc. 249 Estudillo Avenue, San Leandro, CA 94577

{SR799810}2

OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT MIDDLE SCHOOL
GYM ROOF REPLACEMENT
PROJECT NO. 24118
APRIL 14, 2024

BID FORM
DOCUMENT 00 31 01

Our Public Liability and Property Damage Insurance is placed with:
Scottsdale Insurance Company

Our Workers' Compensation Insurance is placed with:
State Compensation Fund of California

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

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

Addendum No. <u>1</u>	Date <u>April 29, 2024</u>	Addendum No <u>3 revised</u>	Date <u>May 2, 2024</u>
Addendum No. <u>2</u>	Date <u>April 30, 2024</u>	Addendum No. <u> </u>	Date <u> </u>
Addendum No. <u>3</u>	Date <u>May 2, 2024</u>	Addendum No. <u> </u>	Date <u> </u>

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

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

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

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

{SR799810}3

OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT MIDDLE SCHOOL
GYM ROOF REPLACEMENT
PROJECT NO. 24118
APRIL 14, 2024

BID FORM
DOCUMENT 00 31 01

below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

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

Name of Company as Licensed in California: BK Roofing & Construction Inc

Business Address: 249 Estudillo Ave, San Leandro, CA 94577

Telephone Number: 510-902-7663

California Contractor License No.: 781758

Class and Expiration Date: C-39, B Exp: 10/31/25

Public Works Contractor Registration No.: PW-LR-1000950085

State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: 5/8/2024 | 10:33 AM PDT, 20

DocuSigned by:

Kenneth Mokedi

73336192E2E6485

(Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: _____, 20__

(Name)

General Partner

CORPORATION:

{SR799810}4

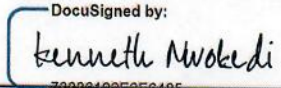
OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT MIDDLE SCHOOL
GYM ROOF REPLACEMENT
PROJECT NO. 24118
APRIL 14, 2024

BID FORM
DOCUMENT 00 31 01

Evidence of authority to bind corporation is attached.

Dated: May 8, 2024

DocuSigned by:



70886192E2E6485...

Kenneth Nwokedi (Name)

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



Amanda Kobler (Name)

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

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OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT MIDDLE SCHOOL
GYM ROOF REPLACEMENT
PROJECT NO. 24118
APRIL 14, 2024

BID FORM
DOCUMENT 00 31 01

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Roosevelt Middle School Gym Roof Replacement

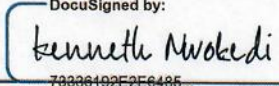
The undersigned declares:

I am the CEO, President of RK Roofing & Construction Inc., the party making the foregoing bid or proposal ("Bid").

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 8, 2024, at San Leandro [city], CA [state].

DocuSigned by:

70306102E2E6485...

Signature

Kenneth Nwokedi
Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT MIDDLE SCHOOL
GYM ROOF REPLACEMENT
PROJECT NO. 24118
APRIL 14, 2024

NON-COLLUSION
DOCUMENT 00 40 03

SUFFICIENT FUNDS DECLARATION

DOCUMENT 00 11 13

(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: Roosevelt Middle School Gym Roof Replacement Project

I, Kenneth Nwokedi, declare that I am the CEO
[insert title] of RK Roofing & Construction Inc., the entity making and submitting the bid for
the above Project that accompanies this Declaration, and that such bid includes sufficient
funds to permit RK Roofing & Construction Inc. [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 RK Roofing & Construction Inc. [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 May 8 2024, at San Leandro [city],
CA [state].

Date: May 8, 2024

DocuSigned by:
Kenneth Nwokedi
73336192E2E6485...

Signature

Print Name: Kenneth Nwokedi

Print Title: CEO

OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT MIDDLE SCHOOL
GYM ROOF REPLACEMENT
PROJECT NO. 24118
APRIL 14, 2024

SUFFICIENT FUNDS DECLARATION
DOCUMENT 00 11 13

{SR798875}

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 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 such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, 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. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as CEO *[insert "owner" or officer title]* of RK Roofing & Construction Inc.
[insert name of business entity], have read the foregoing and agree that RK Roofing & Construction Inc.
[insert name of business entity] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 5/20/24

Name: Kenneth Nwokedi

Signature: 

Title: CEO/President

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, 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

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.


Entity Name: RK Roofing & Construction Inc.
Date of Entity's Contract with District: June 27, 2024
Scope of Entity's Contract with District: Re-Roof Roosevelt Middle School Gym

I, Kenneth Nwokedi [insert name], am the CEO [insert "owner" or officer title] for RK Roofing & Construction Inc. [insert name of business entity] ("Entity"), which entered a contract on June 27, 2024, with the District for Roofing Services.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

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

Date: May 20, 2024

Signature: 
Typed Name: Kenneth Nwokedi
Title: CEO
Entity: RK Roofing & Construction Inc.

BID BOND
DOCUMENT 00 40 00

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
RK Roofing & Construction Inc. as Principal and
Merchants Bonding Company (Mutual) as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
Ten Percent of Amount Bid Dollars (\$10% of Amount Bid) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of Roosevelt Middle School Gym Roof in
strict accordance with Contract Documents. Replacement, Project No. 24118

NOW, THEREFORE,

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

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

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

{SR798944} 1

OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT MIDDLE SCHOOL
GYM ROOF REPLACEMENT
PROJECT NO. 24118
APRIL 14, 2024

BID BOND
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 24th day of April, 2024, the name and corporate party being hereto affixed and these presents duly signed by its

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

(Notary Seal)

RK Roofing & Construction Inc.
(Principal)

249 Estudillo Ave, San Leandro, CA 94577
(Business Address)

Merchants Bonding Company (Mutual)
(Corporate Surety)

6700 Westown Parkway, West Des Moines, IA 50266-7754
Business Address)

By: 
Elizabeth Collodi, Attorney-in-Fact

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

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

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OAKLAND UNIFIED SCHOOL DISTRICT
ROOSEVELT MIDDLE SCHOOL
GYM ROOF REPLACEMENT
PROJECT NO. 24118
APRIL 14, 2024

BID BOND
DOCUMENT 00 40 00

ACKNOWLEDGMENT

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

State of California

County of Butte)

On April 24, 2024 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
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



(Seal)



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,

Bill Rapp; Brad Espinosa; Breanna Boatright; Cassandra Medina; Deanna Quintero; Elizabeth Collodi; Jason March; Jennifer Lakmann; John Hopkins; John Weber; Kathleen Le; Matthew Foster; Mindy Whitehouse; Pam Sey; Paula Senna; Phillip Watkins; Renee Ramsey; Samantha Watkins; Sara Walliser; Sharon Smith; Steven Lee Williams; Tony Clark

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 19th day of March, 2024.



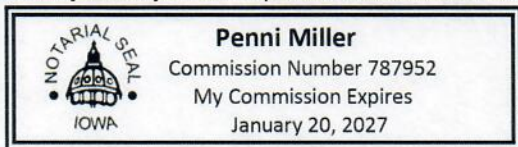
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 19th day of March, 2024, 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.



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

[Signature]
Notary Public

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 24th day of April, 2024.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/24/2024

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 Built Insurance Brokerage LLC 32133 Lindero Canyon Road Ste 200 Westlake Village CA 91361		CONTACT NAME: Karen Gagnier PHONE (A/C, No, Ext): (805) 413-4331 E-MAIL ADDRESS: blake@builtinsurance.com FAX (A/C, No): (805) 367-4521	
INSURED R K Roofing & Construction, Inc 249 Estudillo Avenue San Leandro CA 94577		INSURER(S) AFFORDING COVERAGE INSURER A: SCOTTSDALE INSURANCE COMPANY INSURER B: STATE COMPENSATION INSURANCE FUND OF C INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 41297 35076	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		RBS0258667	03/09/2024	03/09/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		N/A		9008358-24	04/01/2024	04/01/2025	

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

Oakland Unified School District and OUSD (955 High Str., Oakland, CA, 94601) are named as additional insureds as per policy terms and conditions. Thirty (30) day notice of cancellation.
Project: Roosevelt Middle School Gym Roof Replacement - 1926 E. 19th Street, Oakland, CA.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 1011 Union Street Oakland CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Roosevelt Middle School Gym Roof Replacement Project	Site	212
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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 Name	RK Roofing & Construction, Inc.	Agency's Contact	Sam Espinosa				
OUSD Vendor ID #		Title					
Street Address	249 Estudillo Ave.	City	San Leandro	State	CA	Zip	94577
Telephone	510-902-7663	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	24118						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-27-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	08-26-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$558,795.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	




Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9000	Fund 21/Measure Y	210-9655-0-9000-8500-6271-212-9180-9906-9999-24118	6271	\$558,795.00

Approval and Routing (in order of approval steps)

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

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Buildings and Grounds Department				
	Signature  <small>Preston Thomas (Jun 3, 2024 09:03 PDT)</small>	Date Approved	Jun 3, 2024		
2.	General Counsel, Facilities				
	Signature  <small>James Traber</small>	Date Approved	5/29/24		
3.	Chief Systems & Services Officer, Facilities Planning and Management				
	Signature  <small>Preston Thomas (Jun 3, 2024 09:03 PDT)</small>	Date Approved	Jun 3, 2024		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			