

Board Office Use: Legislative File Info.	
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Enactment Number	
Enactment Date	



Memo (Bid Award)

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Devinder Kumar, Sr. Executive Director of Nutrition Services

Board Meeting Date September 24, 2025

Subject Agreement Between Owner and Contractor – Emergency Rooter – Emergency Kitchen Lead Remediation District-Wide Project- Nutrition Services Department

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Emergency Rooter**, Oakland, CA, for the latter to provide repairs and replace contaminated fixtures, and install lead-free water filters and filtration systems in compliance with applicable water quality standards, for the **Emergency Kitchen Lead Remediation District-Wide Project**, in the amount of **\$187,600.00**, with the work anticipated to commence on **September 25, 2025**, and required to be completed within thirty-three (33) days, with an anticipated ending of **October 30, 2025**.

Discussion The District selected the contractor using informal bidding pursuant to CUPCCAA.

LBP (Local Business Participation Percentage) Waiver

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Emergency Rooter, Oakland, CA, for the latter to provide repairs and replace contaminated fixtures, and install lead-free water filters and filtration systems in compliance with applicable water quality standards, for the Emergency Kitchen Lead Remediation District-Wide Project, in the amount of \$187,600.00, with the work anticipated to commence on September 25, 2025, and required to be completed within thirty-three (33) days, with an anticipated ending of October 30, 2025.

Fiscal Impact Fund 13 Cafeteria Special Revenue Fund, KIT

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 25-2086

Department: Nutrition Services

Vendor Name: Emergency Rooter

Project Name: Emergency Kitchen Lead Remediation District-wide Project No.: 25102

Contract Term: Intended Start: September 25 2025

Intended End: October 30, 2025

Total Cost Over Contract Term: \$187,600.00

Approved by: Devinder Kumar

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?

The District selected the contractor using informal bidding pursuant to CUPCCAA.

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

Contractor will provide construction services which consists of repairs and replace contaminated fixtures, and install lead-free water filters and filtration systems in compliance with applicable water quality standards, as part of the Emergency Kitchen Lead Remediation District-Wide Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **September 25, 2025**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **EMERGENCY ROOTER** 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”) described as: construction services, to provide repairs and replace contaminated fixtures, and install lead-free water filters and filtration systems in compliance with applicable water quality standards, as further described in the Proposal, which is attached as Exhibit A to this Agreement, 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 Emergency Kitchen Lead Remediation – District-wide Project

all in strict compliance with Exhibit A and other contract documents related,

OUSD, 955 High Street, Oakland, CA PH: 510-535-7044.

and other Contract Documents relating thereto.

This contract is not subject to the District’s Project Labor Agreement, dated June 30, 2021, which is available to upload found by going to the OUSD home page: ousd.org > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

ARTICLE II. CONTRACT DOCUMENTS.

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

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be thirty-four (34) 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 **September 25, 2025**, in which case the deadline for Completion would be **October 30, 2025**.

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

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

Accordingly, the parties agree that \$500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that \$500.00 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 **ONE HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED DOLLARS NO/100 (\$187,600.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **ZERO (\$0)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

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

change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

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

ARTICLE VII. PREVAILING WAGES.

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

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

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

Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

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

ARTICLE VIII. WORKING HOURS.

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

ARTICLE IX. APPRENTICES.

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

ARTICLE X. DSA OVERSIGHT PROCESS.

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

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

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

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

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

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT.

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

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

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

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XV. BINDING EFFECT.

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

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

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

ARTICLE XVII. AMENDMENTS.

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

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

ARTICLE XIX. WRITTEN NOTICE.

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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

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

CONTRACTOR: EMERGENCY ROOTER

Signature: David Ball

Name: David Ball

Date: 8/18/2025

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

Signature _____

Name: _____

Date: _____

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

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education

Date

Denise G. Saddler, EdD, Interim Superintendent
and Interim Secretary, Board of Education

Date


Preston Thomas (Aug 19, 2025 18:18:27 PDT)

Aug 19, 2025

Preston Thomas, Chief Systems & Services Officer,

Date

Approved As To Form:



8/19/25

OUSD Facilities Legal Counsel Date

729165

CALIFORNIA CONTRACTOR'S
LICENSE NO.

10/31/2026
LICENSE EXPIRATION DATE

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

BID BOND
DOCUMENT 00 40 00

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that we the undersigned

David Ball dba Emergency Rooter _____ as Principal and

WESTERN SURETY COMPANY _____ as Surety, are hereby held and firmly bound
unto the Oakland Unified School District (“Owner”) in the sum of One Hundred Eighty
Seven Thousand and no 00/100 Dollars (\$ 187,600.00) 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 _Emergency Kitchen Lead
Remediation District-Wide Project in strict accordance with Contract Documents.

NOW, THEREFORE,

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

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

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

{SR798944} 1

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 18 day of August, 2025, the name and corporate party being hereto affixed and these presents duly signed by its

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

(Notary Seal)

David Ball dba
Emergency Rooter

(Principal)
10700 Snowdown Ave
Oakland CA 94605

(Business Address)

David Ball

WESTERN SURETY COMPANY

(Corporate Surety)
151 N. Franklin St., 17th Floor
Chicago, IL 60606

Business Address)

By: _____

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

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

{SR798944}2

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

PROJECT: Emergency Kitchen Lead Remediation District-Wide Project (Project Name)
PROJECT NO: 25102 BIDDER'S NAME EMERGENCY ROOTER
DIR 10 Digit Registration No: 1000043364

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
EMERGENCY KITCHEN UPGRADES
PROJECT NO.: 25102
August 18, 2025

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

{SR798843}

if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

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

NOTE: *Reproduce page two of this section for additional listings needed beyond the length of this form.*

Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
	All work being performed by Emergency Rooter				

OAKLAND UNIFIED SCHOOL DISTRICT
EMERGENCY KITCHEN UPGRADES
PROJECT NO.: 25102

August 18, 2025

{SR798843}

DESIGNATED OF SUBCONTRACTORS
DOCUMENT 00 40 01

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on Aug 18, 2025, at Oakland [*city*], California [*state*].

Signature: David Ball

Print Name: David Ball

Title: Owner

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: District Wide - Emergency Kitchen Lead Remediation Upgrades Project

Check option that applies:

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

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

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

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

Date: August 18th, 2025

Proper Name of Bidder: EMERGENCY ROOTER

Signature: David Ball

Print Name: David Ball

Title: Owner

END OF DOCUMENT

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District Emergency Kitchen

Contract: Lead Remediation Upgrades District wide

The undersigned declares:

I am the Owner of Emergency Rooter, 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 Aug 18, 2025, at Oakland [city], CA [state].

David Ball

Signature

David Ball

Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
EMERGENCY KITCHEN UPGRADES
PROJECT NO.: 25102
AUGUST 18, 2025

NON-COLLUSION
DOCUMENT 00 40 03

WORKERS' COMPENSATION CERTIFICATE
DOCUMENT 00 40 05

Labor Code Section 3700, in relevant part, provides:

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

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

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

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

Emergency Rooter

Name of Contractor

David Ball

Signature

David Ball

Print Name

August 18th, 2025

Date

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

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION
DOCUMENT 00 40 06**

PROJECT/CONTRACT NO. 25102 between Oakland Unified
School District ("District") and EMERGENCY ROOTER
("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California public works contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: August 18th, 2025

Proper Name of Contractor: EMERGENCY ROOTER

Signature: David Ball

Print Name: DAVID BALL

Title: OWNER

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION
DOCUMENT 00 42 00

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

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

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

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

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

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

EMERGENCY ROOTER

Name of Contractor

David Ball

Signature

David Ball

Print Name

August 18th, 2025

Date

SCHEDULE Z
DOCUMENT 00 52 00

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

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

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

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

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.

EMERGENCY ROOTER

Company Name

David Ball

Signature of Authorized Representative

10700 SNOWDOWN AVE., OAKLAND CA

Address

David Ball

Type or Print Name

510

Area Code

388-0567

Phone

Aug 18, 2025

Date

David Ball

Type or Print Name

END OF DOCUMENT

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: Emergency Kitchen Lead Remediation Upgrades Project

I, David Ball, declare that I am the Owner
[insert title] of Emergency Rooter, the entity making and submitting the bid for
the above Project that accompanies this Declaration, and that such bid includes sufficient
funds to permit Emergency Rooter *[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 Emergency Rooter *[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 Aug 18 2025, at Oakland *[city]*,
California *[state]*.

Date: August 18th, 2025

David Ball

Signature

Print Name: David Ball

Print Title: Owner

OAKLAND UNIFIED SCHOOL DISTRICT VARIOUS
SITES
EMERGENCY KITCHEN UPGRADES
PROJECT NO.: 25102
AUGUST 18, 2025

SUFFICIENT FUNDS DECLARATION
DOCUMENT 00 11 13

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 72733979

David Ball dba
Emergency Rooter

KNOW ALL MEN BY THESE PRESENTS that we, Emergency Rooter, as Principal, and WESTERN SURETY COMPANY, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of One Hundred Eighty Seven Thousand Six Hundred and 00/100 Dollars (\$ 187,600.00) 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 **August 28, 2025**, for construction of

the Emergency Kitchen Lead Remediation District-Wide Projects, (the "Contract"), Scope of work includes: Fixture Replacement: replace all identified faucets and drinking water fixtures at high-priority schools as identified in testing data. Replace shutoff valves/angle stops where feasible to ensure full remediation, should be replaced with TNS Fixtures. Filtration: Install in-line lead-certified filters on all drinking water fixtures at these sites, Identify and install reverse osmosis filtration systems at designated central drinking points. Piping: Where necessary, replace short runs of supply piping into walls to ensure no lead source remains upstream. Flushing & Testing: Flush newly installed fixtures for 20 minutes each after 5:00 PM and prepare for retesting the following morning, follow EPA and state testing protocols for lead in drinking water.

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

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

{SR798942} 1

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

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

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

(Affix Corporate Seal)

David Ball dba Emergency Rooter
By: David Ball
(Individual Principal)
10700 Snowdown Ave
Oakland, CA 94605
(Business Address)

(Affix Corporate Seal)

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

WESTERN SURETY COMPANY
(Corporate Surety)

151 North Franklin, 17th Floor
(Business Address)
Chicago, IL 60606

By: _____

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

{SR798942} 2

The total amount of premium charged is \$5,628.00.

The above must be filled in by Corporate Surety.

☒ **Acknowledgment of Principal**

☐ **Acknowledgment of Surety (Attorney-in-Fact)**

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 _____) ss

On _____ date before me, _____, here insert name and title of the officer,
personally appeared _____, name(s) of signer(s),

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

(The balance of this page is intentionally left blank.)



ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 19th day of August, 2025, before me, a Notary Public in

and for said County, personally appeared C. Bendt, Assistant Secretary
personally known to me, who being by me duly sworn, did say that he/she is the aforesaid officer of WESTERN SURETY
COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed
to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and
executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said
instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last
above written.

My commission expires:



J. Gordon

Notary Public

My Commission Expires May 27, 2029

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72733979

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint C. Bendt

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: David Ball dba Emergency Rooter

Obligee: Oakland Unified School District

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72733979 is not issued on or before midnight of December 12th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

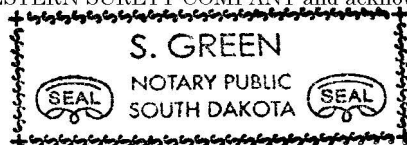
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 19th day of August, 2025.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

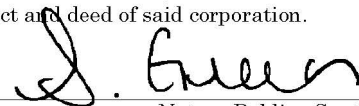
WESTERN SURETY COMPANY


Larry Kasten, Vice President

On this 19th day of August, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.




My Commission Expires February 12, 2027


Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of August, 2025.

WESTERN SURETY COMPANY


Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 72733979

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and David Ball dba Emergency Rooter, 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 Emergency Kitchen Lead Remediation District-Wide Projects, (the "Contract"), Scope of work includes: Fixture Replacement: replace all identified faucets and drinking water fixtures at high-priority schools as identified in testing data. Replace shutoff valves/angle stops where feasible to ensure full remediation, should be replaced with TNS Fixtures. Filtration: Install in-line lead-certified filters on all drinking water fixtures at these sites, Identify and install reverse osmosis filtration systems at designated central drinking points. Piping: Where necessary, replace short runs of supply piping into walls to ensure no lead source remains upstream. Flushing & Testing: Flush newly installed fixtures for 20 minutes each after 5:00 PM and prepare for retesting the following morning, follow EPA and state testing protocols for lead in drinking water.

which said agreement dated **August 28, 2025**, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned WESTERN SURETY COMPANY ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of One Hundred Eighty Seven Thousand Six Hundred and 00/100 Dollars (\$ 187,600.00) 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

{SR798938} 1

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

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

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

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

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

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

David Ball dba Emergency Rooter

By: David Ball
Principal
10700 Snowdown Ave
Oakland, CA 94605

WESTERN SURETY COMPANY
Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

By: _____
Attorney-in-Fact

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

EMERGENCY ROOTER

General Engineering Contractor

10700 Snowdown Ave. Oakland CA 94605 | dballerconstruction@gmail.com | 510.388.0567 | CSLB: 729165

CONTRACT 278892 – STAGE 1

DATE:	8/22/2025
Submitted To:	Oakland Unified School District
Address:	District Wide
Contact Name:	Preston Thomas
Email:	preston.thomas@ousd.org
Phone:	510.579.2022

WE HEREBY SUBMIT SPECIFICATIONS AND BID PROPOSAL FOR:

Project Goal: The objective of this project is to eliminate or reduce students' exposure to lead in drinking water at district facilities in stages. Stage 1) Installing lead free water filters. Stage 2) Replace and repair contaminated fixtures. Stage 3) Install effective filtration systems, and ensuring compliance with all applicable water quality standards.

Filtration

- 1) Install in-line lead-certified filters on all drinking water fixtures at these sites
- 2) Identify and install reverse osmosis filtration systems at designated central drinking points.

Piping

Where necessary, install new supply lines and plumbing fittings to adapt the fixtures to the fittings.

Flushing & Testing

- 1) Flush newly installed fixtures for 20 minutes each after 5:00 PM & prepare for retesting following morning.
- 2) Follow EPA and state testing protocols for lead in drinking water.

Documentation

Record fixture replacements, filter installations, and testing results for district records and public posting.

Job Notes

- All mentioned work will be coordinated with the Oakland Unified School District with focus on any required temporary water shut-offs as needed

Included in this Contract

- Labor
- Materials

We Propose to perform the above work in accordance with the drawings and specifications submitted, and to complete it in a workmanlike manner according to standard practices for the sum of: \$1,675 per fixture, 112 fixtures | Total: \$187,600.00

08/11

School Site	Number of Fixtures Tested	Number Elevated KF
<input checked="" type="checkbox"/> Emerson Elementary	2	2.0
<input checked="" type="checkbox"/> Peralta Elementary	2	2.0
<input checked="" type="checkbox"/> Global Family School	3	3.0
<input checked="" type="checkbox"/> Cleveland Elementary	1	1.0

08/12

School Site	Number of Fixtures Tested	Number Elevated KF
Dewey Academy	2	1.0
Crocker Highlands Elementary	3	2.0
Thornhill Elementary	3	2.0

Part 2: Installation of Inline Filters at Sites that Have Already Had Repairs

- 1) Install in-line filters in all kitchen faucets for the sites listed below and ensure that they are flushed for 20 minutes each after 5:00 pm so they are ready for testing the following day: **Total Fixtures needing filters is 60**

Priority Repair Status	School Site	Number of Fixtures Tested
Complete, filter install	<input checked="" type="checkbox"/> Acorn Woodland CDC	
Complete, filter install	<input type="checkbox"/> Hintil Kuu Ca CDC (Carl B Munck)	1
Complete, filter install	<input type="checkbox"/> Markham Elementary	1
Complete, filter install	<input type="checkbox"/> Joaquin Miller Elementary	3
Complete, filter install	<input type="checkbox"/> Rudsdale Continuation School	3
Complete, filter install	<input type="checkbox"/> Oakland Academy of Knowledge	3
Complete, filter install	<input type="checkbox"/> Centro Infantil CDC	2
Complete, filter install	<input type="checkbox"/> Bridges Academy	3
Complete, filter install	<input type="checkbox"/> Harriet Tubman CDC	3
Complete, filter install	<input type="checkbox"/> Lincoln Elementary	2
Complete, filter install	<input type="checkbox"/> Madison Park Academy TK-5	3
Complete, filter install	<input type="checkbox"/> Sequoia Elementary	3
Complete, filter install	<input checked="" type="checkbox"/> Oakland International HS	4
Complete, filter install	<input checked="" type="checkbox"/> Castlemont High School	6
Complete, filter install	<input checked="" type="checkbox"/> Jefferson CDC	3
Complete, filter install	<input type="checkbox"/> Esperanza Elementary	4
Complete, filter install	<input type="checkbox"/> Frick United Academy of Language	3
Complete, filter install	<input type="checkbox"/> Greenleaf TK-8	3
Complete, filter install	<input type="checkbox"/> Horace Mann Elementary	3
Complete, filter install	<input type="checkbox"/> Fremont High School	7

Scope of Work 2: Second Priority Sites

Priority Repair Status	School Site	Number of Fixtures Tested	Number Elevated KF
3rd priority	Martin Luther King Jr Elementary	5	3.0
3rd priority	Allendale Elementary (Check and Flush)	3	1.0
3rd priority	Bella Vista Elementary	3	1.0
3rd priority	Carl Munck Elementary	3	1.0
3rd priority	Highland Community School	3	1.0
3rd priority	Lockwood STEAM Academy	3	1.0
3rd priority	EnCompass Academy	4	1.0
3rd priority	Oakland High School	4	1.0
3rd priority	Redwood Heights Elementary	4	1.0
3rd priority	Roosevelt Middle School	4	1.0

Fixture Replacement

99 NORTH CONSTRUCTION & PLUMBING

License 1044733

08/13/2025

Denis Climov

Cell: 415-650-6503

Email: climovdenis@icloud.com

DIR: PW-LR-1000862728

ESTIMATE

PROJECT OWNER:

Oakland Unified School District

Various Site fixture replacement and installation

Installation per site school list and scope of work.

Included labor, tools, equipment, travel time and material.

Provide safe turn off/on water for school sites.

Material included:

- 1. Angle stops,**
- 2. Brass nipples,**
- 3. Faucets hoses,**
- 4. Filters hoses.**

Installation 60 filters

Installation 52 faucets

Owner provides filters and faucets

Completion time 3 months

Total: \$105,237

School Site	Number of Fixtures Tested	Number Elevated KF
Emerson Elementary	2	2.0
Peralta Elementary	2	2.0
Global Family School	3	3.0
Cleveland Elementary	1	1.0

School Site	Number of Fixtures Tested	Number Elevated KF
Dewey Academy	2	1.0
Crocker Highlands Elementary	3	2.0
Thornhill Elementary	3	2.0

Fixture Replacement

- Replace all identified faucets and drinking water fixtures at high-priority schools as identified in testing data.
- Replace shutoff valves/angle stops where feasible to ensure full remediation
- Should be replaced with TNS Fixtures

Filtration

- Install in-line lead-certified filters on all drinking water fixtures at these sites.
- Identify and install reverse osmosis filtration systems at designated central drinking points.

Piping

- Where necessary, replace short runs of supply piping into walls to ensure no lead source remains upstream.

Flushing & Testing

- Flush newly installed fixtures for 20 minutes each after 5:00 PM and prepare for retesting the following morning.
- Follow EPA and state testing protocols for lead in drinking water.

Documentation

- Record fixture replacements, filter installations, and testing results for district records and public posting.

Part 2: Installation of Inline Filters at Sites that Have Already Had Repairs

1. Install in-line filters in all kitchen faucets for the sites listed below and ensure that they are flushed for 20 minutes each after 5:00 pm so they are ready for testing the following day: **Total Fixtures needing filters is 60**

Priority Repair Status	School Site	Number of Fixtures Tested
Complete, filter install	Acorn Woodland CDC	

Complete, filter install	Hintil Kuu Ca CDC (Carl B Munck)	1
Complete, filter install	Markham Elementary	1
Complete, filter install	Joaquin Miller Elementary	3
Complete, filter install	Rudsdale Continuation School	3
Complete, filter install	Oakland Academy of Knowledge	3
Complete, filter install	Centro Infantil CDC	2
Complete, filter install	Bridges Academy	3
Complete, filter install	Harriet Tubman CDC	3
Complete, filter install	Lincoln Elementary	2
Complete, filter install	Madison Park Academy TK-5	3
Complete, filter install	Sequoia Elementary	3
Complete, filter install	Oakland International HS	4
Complete, filter install	Castlemont High School	6
Complete, filter install	Jefferson CDC	3
Complete, filter install	Esperanza Elementary	4
Complete, filter install	Frick United Academy of Language	3
Complete, filter install	Greenleaf TK-8	3
Complete, filter install	Horace Mann Elementary	3
Complete, filter install	Fremont High School	7

Flushing & Testing

- Flush for 20 minutes newly installed filters after 5:00 PM and prepare for retesting the following morning.
- Follow EPA and state testing protocols for lead in drinking water.

Scope of Work 2: Second Priority Sites

Priority Repair Status	School Site	Number of Fixtures Tested	Number Elevated KF
3rd priority	Martin Luther King Jr Elementary	5	3.0
3rd priority	Allendale Elementary (Check and Flush)	3	1.0
3rd priority	Bella Vista Elementary	3	1.0
3rd priority	Carl Munck Elementary	3	1.0
3rd priority	Highland Community School	3	1.0
3rd priority	Lockwood STEAM Academy	3	1.0
3rd priority	EnCompass Academy	4	1.0
3rd priority	Oakland High School	4	1.0

3rd priority	Redwood Heights Elementary	4	1.0
3rd priority	Roosevelt Middle School	4	1.0

Fixture Replacement

- Replace all identified faucets and drinking water fixtures at high-priority schools as identified in testing data.
- Replace shutoff valves/angle stops where feasible to ensure full remediation

Filtration

- Install in-line lead-certified filters on all drinking water fixtures at these sites.
- Identify and install reverse osmosis filtration systems at designated central drinking points.

Piping

- Where necessary, replace short runs of supply piping into walls to ensure no lead source remains upstream.

Flushing & Testing

- Flush for 20 minutes newly installed fixtures after 5:00 PM and prepare for retesting the following morning.
- Follow EPA and state testing protocols for lead in drinking water.

Documentation

- Record fixture replacements, filter installations, and testing results for district records and public posting.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/18/2025

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

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

PRODUCER Orr & Associates Insurance Services 28780 Single Oak Dr Ste 255 Temecula CA 92590	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 800-311-3081 E-MAIL ADDRESS: certs@orrandassociates.com	FAX (A/C, No): 800-474-3003
INSURED David K Ball Emergency Rooter 10700 Snowdown Ave Oakland CA 94605	License#: 0E63493 ERPLUMB-03	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: GEICO General Insurance Co		35882
INSURER B: Navigators Insurance Company		42307
INSURER C: Insurance Company of the West		27847
INSURER D: CUMIS Specialty Insurance Comp		12758
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1558628707**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
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CSCU01-01707	9/12/2024	9/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			9300097689-6	06/24/2024	12/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WTX507124702	5/10/2025	5/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C C	Pollution Liability Equipment Floater Equipment Floater			CSCU010170701 04-IM055544 04-IM055544	9/12/2024 2/6/2025 2/6/2025	9/12/2025 2/6/2026 2/6/2026	Aggregate Misc Tools Scheduled Equipment 1,000,000 35,000 46,976

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate is subject to policy limits, conditions and exclusions.

Oakland Unified School District; ATTN-Risk Management; 1011 Union St, Site 987; Oakland, CA 94607 are named as Additional Insured as per attached blanket endorsement form(s) CG2010 and CG2037. Insurance is primary and non-contributory.

RE: DISTRICT WIDE PROJECTS

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
1011 Union St, Site 987
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 & MANAGEMENT ROUTING FORM

Project Information

Project Name	Emergency Kitchen Lead Remediation District-Wide	Site	991
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Basic Directions

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

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

Contractor Name	Emergency Rooter.	Agency's Contact		David Ball			
OUSD Vendor ID #	001567	Title		President			
Street Address	10700 Snowdown Ave	City	Oakland	State	CA	Zip	94605
Telephone	510-388-0567	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 #	25102						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-25-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-30-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$ 187,600.00	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
7032	KIT Funds	010-7032-0-9000-3700-5670-991-9910-9800-9999-99999	5670	\$187,600.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Sr. Executive Director, Nutrition Services				
	Signature		Date Approved		
2.	General Counsel, Facilities				
	Signature 		Date Approved	8/19/2025	
3.	Chief Systems & Services Officer				
	Signature  <small>Preston Thomas (Aug 19, 2025 18:18:27 PDT)</small>		Date Approved	Aug 19, 2025	
4.	Chief Financial Officer				
	Signature		Date Approved		
	President, Board of Education				
5.	Signature		Date Approved		