

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____ 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and RK Roofing & Construction Inc., a California corporation, whose address is 249 Estudillo Avenue, San Leandro, California 94577 (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: On-call maintenance, repair and replacement of City owned, market-rate, residential roofs at Alameda Point. City staff issued an RFP on March 7, 2025 and after a submittal period of twenty-four (24) days received two (2) timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider(s) that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on _____.
- E. The City and Provider desire to enter into an agreement for On-call maintenance, repair and replacement of City owned, market-rate, residential roofs at Alameda Point, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the ____ day of _____ 2025, and shall terminate on the ____ day of _____ 2029, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A.

b. Compensation for this contract shall not exceed \$200,000 per year, for a total four-year compensation not to exceed \$800,000. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance,

workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

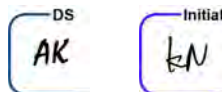
c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.


 Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be

considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

(5) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of \$2,000,000 each occurrence. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is

deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
Base Reuse and Economic Development
950 West Mall Square Suite 205
Alameda, CA 94501
ATTENTION: Annie Cox
Ph: (510) 747-6893 / Email: acox@alamedaca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

RK Roofing & Construction Inc.
249 Estudillo Avenue
San Leandro, CA 94577
ATTENTION: Kenneth Nwokedi
Ph: 510-902-7663 / Email: ken@rkroofs.com

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Base Reuse and Economic Development
950 West Mall Square Suite 205
Alameda, CA 94501
ATTENTION: Annie Cox
Ph: (510) 747-6893 / Email: acox@alamedaca.gov

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the

same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

30. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

RK Roofing & Construction Inc.
a California corporation

Signed by:

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Kenneth Nwokedi
Chief Executive Officer

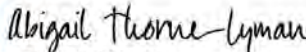
CITY OF ALAMEDA
a municipal corporation

Jennifer Ott
City Manager

DocuSigned by:

88E65B9DCAB240A...
Amanda Kobler
Chief Financial Officer

RECOMMENDED FOR APPROVAL

Signed by:

2E1D71196B954F6...
Abigail Thorne-Lyman
Base Reuse and Economic Development
Director

APPROVED AS TO FORM:
City Attorney

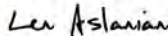
DocuSigned by:

763D25E39B18404...
Len Aslanian
Assistant City Attorney

Exhibit A



RK Roofing & Construction Inc.

249 Estudillo Avenue
San Leandro, CA 94577
admin@rkroofs.com
Office: 510-902-ROOF (7663)
CSLB #781758
Alameda County SLEB
City of Oakland SLBE

33 Hegenberger Court
Oakland, CA 94621
www.rkroofs.com
Cell: 510-385-9518
Minority-Owned Business
CA SBE #2032910
DIR: PW-LR-100950085

April 1, 2025

City of Alameda
950 West Mall Square, Ste. 205
Alameda, CA 94501
Attn: Annie Cox, Project Manager
Base Reuse and Economic Development Department

**RE: BID Proposal from RK Roofing & Construction Inc.
BRED No. 2025-02**

On Call Maintenance, Repair and/or Replacement Services for Residential Roofing at
Alameda Point Main Street Neighborhood

To Ms. Cox,

RK Roofing & Construction Inc. submits the enclosed proposal to provide roofing services in accordance with the terms of the BRED No. 2025-02 Request for Proposals. We acknowledge receipt of Addendum #1 and #2.

RK Roofing is a licensed, bonded and insured General Contractor (B) with a roofing specialization license (C-39). We provide roofing and waterproofing solutions for federal, state, medical, institutional, commercial, multi-family and residential clients (both private and public works jobs).

RK Roofing & Construction Inc. has more than 20 years' experience performing work as outlined in the RFP and is a California corporation formed in 2004, with a management team that has been providing licensed roofing services for over 25 years. Our administration office is located in San Leandro, with field operations headquartered in Oakland near the airport.

RK Roofing's emergency response and maintenance crews have newer fully equipped vehicles outfitted to respond to any leak or roofing crisis. Our Oakland based shop near the Oakland Airport is in close proximity to service the Alameda Point neighborhood.

RK Roofing's office hours are Monday – Friday 8am – 5pm, and phone and website notifications are available for requesting after-hour services.

The primary contact and signatory for this contract will be:

Kenneth Nwokedi, CEO
RK Roofing & Construction Inc.
510-385-9518 (cell)
510-902-7663 (office)
ken@rkroofs.com

Our 5-star ratings of installing high-quality roof replacements and repairs, coupled with our professional office infrastructure, will serve the Alameda Point Main Street Neighborhood well. We also service and maintain commercial roofing systems should the need arise.

Sincerely,



Kenneth Nwokedi
CEO / General Manager



RK Roofing & Construction Inc.

249 Estudillo Avenue
San Leandro, CA 94577
admin@rkroofs.com
Office: 510-902-ROOF (7663)
CSLB #781758
Alameda County SLEB
City of Oakland SLBE

33 Hegenberger Court
Oakland, CA 94621
www.rkroofs.com
Cell: 510-385-9518
Minority-Owned Business
CA SBE #2032910
DIR: PW-LR-100950085

PROPOSAL SUBMITTED TO:

City of Alameda

BRED No. 2025-02

**On Call Maintenance, Repair and/or Replacement Services for
Residential Roofing at Alameda Point Main Street Neighborhood**

SUBMISSION DEADLINE:

April 1, 2025, 2pm

Primary Contact:

Kenneth Nwokedi
General Manager
RK Roofing & Construction Inc.
510-385-9518 (cell)
510-902-7663 (office)
ken@rkroofs.com

1. STATEMENT OF QUALIFICATIONS

a) Size, Stability and Capacity

RK Roofing is a licensed, bonded and insured General Contractor (B) with a roofing specialization license (C-39). We provide roofing and waterproofing solutions for federal, state, medical, institutional, commercial, multi-family and residential clients. RK Roofing & Construction Inc. is a California corporation formed in 2004, with a management team that has been providing professional roofing services for over 25 years while delivering high-quality roofing projects on-schedule and on-budget. Our administration office is located in San Leandro, with field operations headquartered in Oakland near the Oakland airport.

RK Roofing has an office staff of 7 full-time and 2 part-time workers, plus 3 journeymen roofing crews managed by a Superintendent, Foremen and crew leaders. Our office hours are Monday – Friday 8am – 5pm, with phone, email and website automation for requesting after-hours services.

RK Roofing offers a Fixed Fee Repair Program. This allows our clients to request a leak repair response within 24 hours for a flat fee. Our company has established infrastructure in place to triage leak repair requests, dispatch crews, track job details, and provide prompt client reporting.

This has proven to be a popular program and has grown to a dedicated emergency response roofing crew with a rotating on-call staff. This crew has dedicated vehicles that are fully-equipped to dispatch within 24 hours to the Alameda Point Main Street Neighborhood from our operations facility near the Oakland airport.

RK Roofing manages contract reporting and insurance compliance. Approximately 50% of RK Roofing's annual revenue is sourced from public works projects, including providing leak repair services for public agencies like Caltrans, UCSF, California Highway Patrol, Alameda County, etc.

RK Roofing currently holds the following corporate certifications:

- CA Small Business Enterprise (SBE) #2032910
- City of Oakland Small Local Business Enterprise (SLBE)
- Alameda County SLEB #24-00028
- HUBZone Program #74229
- CPUC MBE #24526198

RK Roofing repairs and replaces the following types of roofs:

- Asphalt Shingle Roofing Systems (pitched roofs)
- Tar and Gravel
- Modified Bitumen / Built up - Cap Sheet

- TPO, PVC, and other single-ply Roofing Systems
- Silicone, Acrylic and other Roof Coating Systems
- Gutter and Downspout Installation

RK Roofing is a certified installer for multiple roofing manufacturers including Certainteed, GAF, Elevate, Owens Corning, Weatherweld, Enviroshake and Cedur, among others. We also own gutter machines to install seamless gutters and downspouts on-site.

Our clients include both private entities and public agencies (prevailing wage). We have installed or replaced roofs on single-family homes, apartment buildings, shopping centers, industrial buildings, hospitals, schools, office buildings, and more. RK Roofing often manages re-roofs and repairs on occupied properties and ensures safety of the tenants every step of the way.

Perfect Safety Record: Our excellent safety record with no injuries, Worker's Comp claims or OSHA violations in the history of the company shows our dedication to our employees' safety. We have a current OSHA-compliant Roof Safety Manual and IIP Plan available for review upon request. We are members of the NRCA and implement the recommended "best practices."

Our experienced office team handles certified prevailing wage compliance services, manages insurance compliance, and ensures HUD Section 3 (when applicable) and other requirements are satisfied with respect to each public works contract. RK staff is well-versed submitting certified payrolls through most common systems (LCP Tracker, Elations, DIR).

b) Proposer's Experience- Recent Projects

- In 2024, we replaced over 200 residential roofs (of all types) throughout the Bay Area. Our dedicated Customer Service Department tracks client satisfaction from the initial call to the completion of the project and issuance of product and workmanship warranties.
- The ongoing Fixed Fee Repair Program provides emergency, after-hours, and other leak repair and emergency tarping services for any client who contacts our office. Our crew and office staff are experienced triaging the calls, coordinating and notifying tenants of upcoming work, fielding client questions and concerns.
- We Installed a 26,000 square feet TPO roof on industrial warehouse in San Jose, providing a 20-year manufacturer NDL warranty.
- Installed a 19,000 square foot modified bitumen roof for Oakland Unified School District, providing a 20-year manufacturer NDL warranty (prevailing wage).
- Installed 30,000 square feet of shingle roofing on Cupertino Middle School (prevailing wage).
- Installed a shingle roof on an administration building at UCSF Benioff Children's Hospital Oakland (prevailing wage).

- Installed a TPO roof on an expansion of the Gatorade factory in east Oakland (private client – Pepsi Co.)
- Replaced four office building modified bitumen roofs for a property management company in Pleasant Hill (private).
- RK Roofing is currently under contract with UCSF to provide roofing repair and maintenance services.

RK Roofing has multiple roofing crews allowing our firm to facilitate numerous jobs at any given time. Quality assurance is managed by General Manager Kenneth Nwokedi. We provide a 5-year workmanship warranty on new roof installations. No sub-contractors will be used to execute the terms of this contract except when a C-22 asbestos contractor is required.

- c) RK Roofing has never been involved in any litigation, bankruptcy, or reorganization. No officer or employee of the company who has a proprietary interest in RK Roofing has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation.

2. STATEMENT OF EXCEPTIONS

RK Roofing confirms its ability to meet the City's standard contract requirements. The terms of the Service Provider Agreement are acceptable.

3. PROJECT PRICING

See attached.



Appendix D. Updated Project Pricing

SCHEDULED MAINTENANCE SERVICES

Items specified in Table 1 will be paid for on a per-incident basis at the unit price. The contract unit price shall include labor, materials, equipment, debris removal, traffic control, incidentals, and any other overhead necessary to perform the work described in accordance with the Project Specifications.

And scheduled work without a defined unit cost will be paid for on an hourly basis, as listed in Table 2, plus materials with standard markup. All scheduled maintenance services must be pre-approved by the City. Scheduled maintenance and repair requests shall be responded to within seven (7) working days of notification, unless otherwise agreed upon by the City. Emergency maintenance shall be responded to within twenty-four (24) hours. **REVIEW Appendix B for material requirements.**

Table 1. Scheduled Maintenance – Roof Replacements

Description	Unit	Unit Price	Proposed Manufacturer(s)	Installation/ Workmanship Warranty Term
<i>2 Story Home – Historic “Big Whites”</i>				
Replacement of Upper Roof/Shingled Area Note: Existing Shingles Contain Asbestos*	Each	\$ 39,284	GAF, Certaineed, or Owens Corning	5 years
Option A: Full Replacement of Lower Roof/Flat Areas	Each	\$19,500	John Mansville, Elevate, or Certaineed	5 years
Option B: Coating – Roof Restoration of Existing Lower Roof Sections	Each	\$17,500	GAF or Gaco	2 years
Option C: Overlay – Single Ply at Lower Roof Sections	Each	\$17,500	Elevate or GAF	2 years
Option D: Overlay – Mod-Bit Roof System at Lower Roof Sections	Each	\$17,500	John Mansville, Elevate, or Certaineed	2 years
Gutter, Downspout, Flashing Replacement Note: Top Gutter Must Be Copper	Each	\$ 6,500	RK Roofing	5 years
<i>Ranch Style Homes</i>				
Option A: Roof Replacement	Each	\$39,500	John Mansville, Elevate, or Certaineed	5 years
Option B: Coating – Roof Restoration	Each	\$37,500	GAF or Gaco	2 years
Option C: Overlay – Single Ply	Each	\$37,500	Elevate or GAF	2 years
Option D: Overlay – Mod-Bit Roof System	Each	\$ 37,500	John Mansville, Elevate, or Certaineed	2 years
Gutters, Downspouts, Flashing Replacement	Each	\$ 3,200	RK Roofing	5 years

Appendix D. Updated Project Pricing

Coating – Roof Restoration	SF	\$ 14.00	GAF or Gaco	2 years
Overlay – Single Ply	SF	\$ 14.00	Elevate or GAF	2 years
Overlay –Mod-Bit Roof System	SF	\$ 14.00	John Mansville, Elevate, or Certaineed	2 years
Wood Sheathing Replacement	SF	\$ 4.25		5 years
Wood Rot Repairs – Fascia at Eaves, Rakes & Gables	LF	\$ 22.00		5 years

Table 2. Scheduled Maintenance Hourly Rates/Non-Business Hours (Emergency) Hourly Rates

Equipment / Personnel	Hourly Rate During Business Hours ¹	Hourly Rate During Non-Business Hours (Emergency)
<i>List site personnel</i>		
Journeyman Roofer	\$225	\$337.50
<i>List equipment</i>		
<i>Add other items, as applicable</i>		

1. Business Hours are 7 AM to 5 PM, Monday through Friday, excluding holidays.

Term of Installation/Workmanship Warranty, if any, for Repair Work: 2 years

Appendix D. Updated Project Pricing

1. Standard Material Markup Rate: 30%
2. Proposed sub-contractor for hazardous materials abatement. Central Valley Environmental, CSLB #974852,
DIR #1000001557 (license enclosed)
3. Addenda. This proposal is submitted to include Addendum numbers 1 & 2.
[Fill in if addenda have been issued.]

The undersigned confirms that the information included in the Addenda has been reviewed and is reflected in the response to the RFP including pricing and terms.

Signed: 

Name: Kenneth Nwokedi

Title: CEO

Company Name: RK Roofing & Construction Inc.

Date: 3/31/25



ALAMEDA COUNTY
AUDITOR-CONTROLLER AGENCY
MELISSA WILK
 AUDITOR-CONTROLLER/CLERK-RECORDER

March 7, 2025

Certification No. 24-00028

RK Roofing & Construction, Inc.
 33 Hegenberger Court
 Oakland, CA 94621

Delivered via email: ken@rkroofs.com

Attention: Ken Nwokedi

Congratulations on the successful completion of your recertification application for Alameda County's Small, Local, Emerging Business (SLEB) Program!

You have been recertified as a SMALL business for the period of April 1, 2025 through March 31, 2027 for the following NAICS code(s): 236116, 236210, 236220, 238160.

When permitted by law, the County's procurement policy is to solicit bids and proposals from certified SLEBs, and if none are available, then from local Alameda County firms. Other benefits of being a certified SLEB include:

1. RK Roofing & Construction, Inc. will be added as a certified supplier to Alameda County's Local Vendor Database.
2. SLEBs competing for County contracts over \$25,000 may be eligible to receive a 5% SLEB bid preference on qualified goods and services contracts and an additional 5% local preference (for a total 10% bid preference) when submitting sealed bids.
3. Non-SLEB certified firms are required to partner a minimum 20% with certified SLEBs for most goods and services contracts with the County.
4. As a certified SLEB, you may elect to receive e-mail information from the County about contracting opportunities and outreach/training events. You can register and select the type of messages you receive by visiting the County's main website at www.acgov.org and scroll down to the envelope icon at the bottom of the page for eSubscribe.

Alameda County reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the County of Alameda and U.S. Small Business Administration size standards and definitions.

You are required to report any changes in your business. If you are named as a SLEB prime or sub-contractor in an Alameda County contract, you must maintain your SLEB certification status as active during the term of the contract. Please be advised that becoming decertified may impact any current contracts that you are participating in and future contracts that you may want to bid on. County contract terms may also require that you utilize the County's online web-based contract compliance application, Elation Systems at www.elationsys.com. Failure to comply with the requirements stated in this letter could jeopardize your SLEB certification status and impact County contracting opportunities.

RK Roofing & Construction, Inc. will be notified 90, 60 and 30 days prior to the expiration of this certification. Please contact us to update any changes in your email address.

If you have any questions, please contact the SLEB Certification office at (510) 891-5500 or by e-mail at ACSLEBcertification@acgov.org. Please refer to your certification number as it appears on this letter.

Thank you for your interest in the SLEB program and doing business with Alameda County!

Sincerely,

Susan Wewetzer
 SLEB Certification Unit

Office of the Auditor-Controller
 1221 Oak St., Suite 249
 Oakland, CA 94612
 Tel: (510) 272-6565
 Fax: (510) 272-6502

Central Collections Division
 1106 Madison St., 1st Floor
 Oakland, CA 94607
 Tel: (510) 208-9900
 Fax: (510) 208-9932

Clerk-Recorder's Office, Oakland
 1106 Madison St., 1st Floor
 Oakland, CA 94607
 Tel: (510) 272-6362
 Fax: (510) 208-9858

Clerk-Recorder's Office, Tri-Valley
 7600 Dublin Blvd.
 Dublin, CA 94568
 Tel: (510) 272-6362
 Fax: (510) 208-9858

Printed on: 6/1/2023 10:48:13 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 2032910

Legal Business Name:

RK Roofing & Construction Inc.

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:

249 Estudillo Avenue

San Leandro

CA 94577

Email Address:

amanda@rkroofs.com

Business Web Page:

www.rkroofs.com

Business Phone Number:

510/902-7663

Business Fax Number:

Business Types:

Construction , Service

Certification Type	Status	From	To
SB(Micro)	Approved	05/06/2023	05/31/2025
SB-PW	Approved	05/06/2023	05/31/2025

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

C-22 Subcontractor



CONTRACTORS STATE LICENSE BOARD

▼ Contractor's License Detail for License # 974852

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

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

Data current as of 4/1/2025 10:05:45 AM

Business Information

CVE NB CONTRACTING GROUP INC
dba CENTRAL VALLEY ENVIRONMENTAL

4263 N SELLAND AVE
FRESNO, CA 93722
Business Phone Number: (707) 584-1900

Entity Corporation
Issue Date 07/10/2012
Expire Date 07/31/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ B - GENERAL BUILDING
- ▶ C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration)
- ▶ C21 - BUILDING MOVING, DEMOLITION
- ▶ C39 - ROOFING

Certifications

- ▶ ASB - ASBESTOS (Check DOSH Asbestos Registration)
- ▶ HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Bond Number: W150241552
Bond Amount: \$25,000
Effective Date: 01/01/2023
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual TIMOTHY JON WILLIAMSON certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 01/04/2016
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9342800
Effective Date: 08/01/2023
Expire Date: 08/01/2025
[Workers' Compensation History](#)

Workers' compensation classification code(s):
0000 - Description Unavailable

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Miscellaneous Information

- 07/06/2015 - DOSH REGISTRATION VERIFIED FOR C22
- 06/24/2022 - DOSH REGISTRATION VERIFIED FOR C22
- 07/26/2024 - DOSH REGISTRATION VERIFIED FOR C22

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

[Back to Top](#)
[Privacy Policy](#)
[Accessibility Certification](#)

[Conditions of Use](#)
[Accessibility](#)

Cal/OSHA - Asbestos Registrants' Detail Information

Note: Listing of a building contractor as an asbestos registrant does not assure that the contractor license is current and active. Be sure to check contractor license status using the link to the Contractors State License Board provided at the bottom of this page.

Detailed View

The information below was last updated on 03/26/2025
To view explanations to this page, click [Registrant detail information](#).

Company/Entity name	CVE NB Contracting Group, Inc.
dba	Central Valley Environmental
DOSH Registration number	1064
Restriction	
Expiration date	06/18/2025
CSLB license	974852
Mailing address	4263 N Selland Avenue Fresno, CA 93722
Phone	707-584-1900
Fax	707-584-1911

[Check registrant with the Contractors State Licensing Board](#) 

[Show me all the contractors](#)

Policy: RBS0332420

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

,

For work performed as part of an insured written contract

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution' from any other insurance available to the additional insured.

POLICY NUMBER: RBS0332420

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
For work performed as part of an insured written contract	Location as part of an insured written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

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

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

POLICY NUMBER: RBS0332420

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

For work performed as part of an insured written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2025

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 Built Insurance Brokerage 32133 Lindero Canyon Road Suite 200 Westlake Village CA 91361	CONTACT NAME: Karen Gagnier PHONE (A/C No. Ext): (805) 413-4331 FAX (A/C, No): (805) 367-4521 E-MAIL ADDRESS: service@builtinsurance.com														
INSURED R K Roofing & Construction, Inc. 249 Estudillo Avenue San Leandro CA 94577	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: SCOTTSDALE INSURANCE COMPANY</td> <td style="text-align: center;">41297</td> </tr> <tr> <td>INSURER B: STATE COMPENSATION INSURANCE FUND OF C</td> <td style="text-align: center;">35076</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SCOTTSDALE INSURANCE COMPANY	41297	INSURER B: STATE COMPENSATION INSURANCE FUND OF C	35076	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		RBS0332420	03/09/2025	03/09/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	☐ UMBRELLA LIAB ☒ OCCUR			XLS1229034	03/09/2025	03/09/2026	EACH OCCURRENCE \$ 4,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 4,000,000
	☒ DED ☐ RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	9379260-25	04/01/2025	04/01/2026	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are named additional insured as their interests may appear. Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days advance written notice to the City of Alameda. Attention: Risk Manager.

OK LKC 5/8/25

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda 2263 Santa Clara Ave Alameda CA 94501	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
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2025

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 FAX (A/C No): 800-474-3003 E-MAIL ADDRESS: certs@orrandassociates.com
INSURED RK Roofing & Construction, Inc. 249 Estudillo Ave San Leandro CA 94577	INSURER(S) AFFORDING COVERAGE INSURER A: Kemper/Infinity Select Insuran INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

 License#: 0E63493
 RKROOFI-01

 NAIC #
 20260
COVERAGES**CERTIFICATE NUMBER:** 1946581977**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			50013538101	12/28/2024	6/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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.

City of Alameda, City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are named as Certificate Holder.

OK LKC 5/8/25

CERTIFICATE HOLDER**CANCELLATION**
 City of Alameda
 2263 Santa Clara Avenue
 Alameda, CA 94501

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

Jacob Hazel

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2025

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

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

PRODUCER Orr & Associates Insurance Services 28780 Single Oak Dr Ste 255 Temecula CA 92590	CONTACT NAME: Certificates PHONE (A/C, No. Ext): 800-311-3081 FAX (A/C, No): 800-474-3003 E-MAIL ADDRESS: certs@orrandassociates.com														
INSURED RK Roofing & Construction, Inc. 249 Estudillo Ave San Leandro CA 94577	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: United Financial Casualty Co.</td> <td>11770</td> </tr> <tr> <td>INSURER B: Hamilton Select Insurance Inc.</td> <td>17178</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER	NAIC #	INSURER A: United Financial Casualty Co.	11770	INSURER B: Hamilton Select Insurance Inc.	17178	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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License#: 0E63493
RKROOFI-01

COVERAGES**CERTIFICATE NUMBER: 2038374389****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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	983242796	12/28/2024	6/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ECHS00146506	4/9/2025	3/9/2026	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
	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	N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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.

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are named as Additional Insured as per attached endorsement form(s).

OK LKC 5/8/25

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda
2263 Santa Clara Ave
Alameda CA 94501

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

Jacob Hazel

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Form 2366 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury or property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10)M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.



BUSINESS LICENSE CERTIFICATE

PLEASE POST IN A
CONSPICUOUS PLACE
NOT TRANSFERABLE

Business Name: R K ROOFING & CONSTRUCTION INC

Account Number: 25212209

Business Address: 3915 DELMONT AVE
OAKLAND, CA 94605-2232

Issue Date: 05/05/2025

Business Owner: KEN NWOKEDI

Expiration Date: 06/30/2025

Business Type: CONTRACTOR - ROOFING

Ross McCarthy

Finance Director

THIS BUSINESS LICENSE DOES NOT PERMIT BUSINESS OPERATION
UNLESS YOUR BUSINESS IS PROPERLY ZONED AND/OR IN COMPLIANCE
WITH ALL APPLICABLE LAWS/REGULATIONS.
CFC 104.3 & 108.1 allows entry and examination for Fire Code Compliance.

For all inquiries regarding this license, contact the HdL Business
Support Center at (510) 250-1889.

R K ROOFING & CONSTRUCTION INC :

Thank you for your payment on your City of Alameda Business License Certificate. ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST. If you have questions concerning your business license, contact the Business Support Center at: Alameda@hdlgov.com or by telephone at:(510) 250-1889.

Keep this portion of your certificate separate in case you need a replacement for any lost, stolen, or destroyed certificate.

5.04.030 - Effect on other ordinances.

Persons required to pay a business tax for transacting and carrying on any business under this chapter shall not be relieved from the payment of any business tax for the privilege of doing such business required under any other ordinance of the city, and shall remain subject to the regulatory provisions of other ordinances.

CFC 104.3 & 108.1 allows entry and examination for Fire Code Compliance.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>.



BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of Alameda
BUSINESS LICENSE CERTIFICATE

R K ROOFING & CONSTRUCTION INC
249 ESTUDILLO AVE
SAN LEANDRO, CA 94577-4704

License Number: 25212209

Date of Issue: 06/06/2025

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
RK Roofing & Construction Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
249 Estudillo Avenue

6 City, state, and ZIP code
San Leandro, CA 94577

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

-

-

or
Employer identification number

2

0

-

2

0

7

2

0

4

7

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date 1/1/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
What's New
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)