

Community Schools, Thriving Students

Board Office Use: Leg	gislative File Info.
File ID Number	13-1695
Committee	Facilities
Introduction Date	8-14-2013
Enactment Number	13-1568
Enactment Date	8/14/13

Memo

To

**Board of Education** 

From

Gary Yee, Ed.D., Interim Superintendent and Secretary of the Board of

Education

Timothy White, Associate Superintendent, Facilities Planning and Management

**Board Meeting Date** 

August 14, 2013

Subject

Award of Bid - Stronger Building Services - Roosevelt Upper Roofing and HV

Unit Replacement Project

### **Action Requested**

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1314-0006, Award of Bid and Construction Contract on behalf of the District for the Roosevelt Upper Roofing and HV Unit Replacement Project to Stronger Building Services, 31119 San Bonito, Hayward, CA 94544 in the amount of \$470,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Ninety (90) days Calendar Days, commencing August 14, 2013, and ending on November 1, 2013.

### Background

The Roosevelt Middle school is undergoing major renovation and will provide an upgraded HVAC and roof for the school.

Local Business Participation Percentage 30.70%

### Strategic Alignment

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.



Community Schools, Thriving Students

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1314-0006, Award of Bid and Construction Contract on behalf of the District for the Roosevelt Upper Roofing and HV Unit Replacement Project to Stronger Building Services, 31119 San Bonito, Hayward, CA 94544 in the amount of \$470,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Ninety (90) days Calendar Days, commencing August 14, 2013, and ending on November 1, 2013.

Fiscal Impact

Deferred Maintenance (PR 1214)

Attachments

Award of Bid and Construction Contract including scope of work

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

### RESOLUTION NO. 1314-0006

# AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE ROOSEVELT UPPER ROOFING AND HV UNIT REPLACEMENT PROJECT

WHEREAS the DISTRICT has heretofore requested bids includes the removal and replacement of most of the upper roof and mechanical units over the auditorium, for the Roosevelt Upper Roofing and HV Unit Replacement Project for the Oakland Unified School District of Alameda County, California; and;

**WHEREAS** five (5) bids were provided via Division of Facilities Planning and Management in response to the said request as follows:

Location	Bid Amount
Hayward, CA	\$470,000.00
Fremont, CA	\$459,000.00
Union City, CA	\$680,000.00
Oakland, CA	\$643,000.00
Novato, CA	\$643,000.00
	Hayward, CA Fremont, CA Union City, CA Oakland, CA

and,

WHEREAS the responsive bidder has either met the goals for the participation of minority, women and disabled veteran businesses or documented a "good-faith" effort to do so as required by the District Policy for such participation;

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

### RESOLUTION NO. 1314-0006

# AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE ROOSEVELT UPPER ROOFING AND HV UNIT REPLACEMENT PROJECT

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, STRONGER BUILDING SERVICES, for the performance of the bid work, in the amount of FOUR HUNDRED SEVENTY THOUSAND DOLLARS AND NO CENTS (\$470,000.00) be and is hereby accepted; all other bids are rejected, if any; and

**BE IT FURTHER RESOLVED** that the President and Secretary of this Board be and they are hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with **STRONGER BUILDING SERVICES** for the performance of bid work.

Passed by the following vote:

Jody London, Anne Campbell Washington, James Harris,

AYES: Roseann Torres, Christopher Dobbins, Vice President

Jumoke Hinton Hodge, President David Kakishiba

NOES: None

ABSTAINED: None

ABSENT: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on August 14, 2013

Gary Vee

Secretary, Board of Education

File ID Number: 13-155
Introduction Date: 8/14/13
Enactment Number: 13-156
Enactment Date: 8/14/13

Bv:

### FACILITIES PLANNING AND MANAGEMENT

# 2013 JUL 22 A 8: 52 DOCUMENT 00 52 13 (FORMERLY DOCUMENT 00530)

#### **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS <u>18th</u> day of <u>July</u>, <u>2013</u>, by and between the Oakland Unified School District ("District" or "Owner") and <u>Stronger Building Services</u> ("Contractor") ("Agreement").

**WITNESSETH**: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. The Work: Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: Roosevelt Upper Roofing and HV Unit

PROJECT NO.: 12111 (PR1214)

RESOLUTION NUMBER: 1314-0006

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

#### 2. The Contract Documents:

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents**: Should any question arise concerning the intent, precedence, or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, the following order of precedence shall prevail:
  - (i) District-approved modifications, beginning with the most recent (if any);
  - (ii) The Agreement;
  - (iii) The Special Conditions (if any);
  - (iv) Any Supplemental Conditions (if any);
  - (v) The General Conditions;
  - (vi) The remaining Division 0 documents;
  - (vii) The Division 1 Documents (Specifications General Conditions);
  - (viii) The Division 2 through Division 32 documents (Technical Specifications);
  - (ix) Figured dimensions;
  - (x) Large-scale drawings;
  - (xi) Small-scale drawings.

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

3. Time For Completion: It is hereby understood and agreed that the work under this contract shall be completed within Ninety days (90) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule

showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. All work must be completed by November 1, 2013.

- 4. Completion-Extension Of Time: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
- 5. Liquidated Damages: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
  - Project Completion: One thousand dollars and no cents (\$1,000.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
  - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
  - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
  - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
  - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
  - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
  - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
  - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
- 6. Loss Or Damage: The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

- 7. Insurance and Bonds: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
- 8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 9. Authority of Architect, Project Inspector, and DSA: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 10. Assignment Of Contract: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 11. Classification Of Contractor's License: Contractor hereby acknowledges that it currently holds valid Type Class B, C2, C17, C39-815286 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 12. Payment of Prevailing Wages: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 13. Labor Compliance Program: If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

OAKLAND UNIFIED SCHOOL DISTRICT Roosevelt Upper Roofing and HV Services Project Number: 12111 (PR1214) 14. Contract Price: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Three hundred sixty-five thousand dollars and no cents

(\$365,000.00), (Base Contract Amount)

Forty thousand dollars Dollars

(\$40,000.00), (Contingency Allowance Amount)

- Four hundred five thousand dollars and no cents
- (\$65,000.00) Alternate (Additional Roof Repair)

(\$470,000.00), ("Contract Price")

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
- b. The Contract Price shall be paid in lawful money of the United States.
- c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).
- 15. Authority of Contractor's Representative: Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.
- 16. Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. https://www.sam.gov/portal/public/SAM 4-23.20 P

Susie Butler-Berkley Contract Analyst

OAKLAND UNIFIED SCHOOL DISTRICT Roosevelt Upper Roofing and HV Services

Project Number: 12111 (PR1214)

IN WITNESS	WHEREOF, accepted and agreed on the d	ate indicated abo	ve:	
Dated:	, 20	Dated:	P1 4106	, 20 13
OAKLAND U	NIFIED SCHOOL DISTRICT	Stronger	Buildige &	CONTRACTOR
Ву:		Ву:	lue	no Ce
Print Name:	David Kakashiba	Print Name:	lene	Ovila
Print Title:	President, Board of Education	Print Title:	Pro	esident
Ву:				
Print Name:	Gary Yee, Ed.D.			
Print Title:	Secretary, Board of Education			
By:				
Print Name:	Timothy E. White			
Print Title:	Associate Superintendent Facilities, Planning and Management			
Approved as	to Form:			
Ву:	Julio Julio			
Print Name:	Catherine Boskoff			
Drint Title	Special Facilities Counsel			

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's bylaws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

### RESOLUTION NO. 2012-01

## A RESOLUTION AUTHORIZING EXECUTION OF ALL RELATED BID **DOCUMENTS**

Upon a duly made, seconded and unanimously adopted motion, the Board of Directors of STRONGER BUILDING SERVICES adopted the following resolution.

Resolved, that Irene Avila has permission to be a signature of STRONGER **BUILDING SERVICES.** 

The undersigned, Irene Avila certifies that I am the duly appointed Secretary/ Treasurer of STRONGER BUILDING SERVICES and that the above is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with law and the Bylaws of STRONGER BUILDING SERVICES, and that such resolution is now in full force and effect.

IN WITNESS THEREOF, I have affixed my name as Secretary/ Treasurer of STRONGER BUILDING SERVICES and I have attached the corporation seal to this resolution.

(Affix Original Corporate Seal)

Name Coul Scottes.

3/20/12

(\*Attach Original Notary Acknowledgment)

State of California	)
County of <u>Alameda</u>	}
	no de contra Delas contras
Date Delore me, _	Nocl Cailer - Public Notary Here Insert Name and Title of the Officer
personally appeared\ccc	Name(s) of Signer(s)
	rametay or enginetay
Though the information below is not require	who proved to me on the basis of satisfactory evidence to be the person(**) whose name(**) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ie-s), and that by his/her/their signature(**) on the instrument the person(**), or the entity upon behalf of which the person(**) 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:  Signature:  Signature of Notary Public  OPTIONAL  and by law, it may prove valuable to persons relying on the document moval and reattachment of this form to another document.
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
	HUMBPHINT Individual INGHT THUMBPRINT OF SIGNER
	Partner — Limited General Top of thumb here
☐ Attorney in Fact	Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
Other:	□ Other:
Signer le Representing	Signer Is Representing:
Signer Is Representing:	Signer is nepresenting.
	)

Bond Executed in Duplicate.

Bond No. K08925185

### DOCUMENT 00 61 14 (FORMERLY DOCUMENT 00610)

Premium: \$ 9,400

# PERFORMANCE BOND (100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

### KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("Dis Building Services ("Principal)" have entered into a contract for the furni	ishing of all materials and
labor, services and transportation, necessary, convenient, and proper to perform the following Roosevelt Middle School Upper Roof & Mechanical Unit Replacement	ing project:
	(Project Name)
("Project" or "Contract")	
which Contract dated July 12, 2013, and all of the Contract Docu forming a part of the Contract, are hereby referred to and made a part hereof, and	iments attached to or
WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for of the Contract;	or the faithful performance
NOW, THEREFORE, the Principal and Westchester Fire Insurance Company firmly bound unto the Board of the District in the penal sum of Four hundred seventy to DOLLARS (\$470,000.00, lawful money of the United States sum well and truly to be made we bind ourselves, our heirs, executors, administrators, succeptionally, firmly by these presents, to:	housand and no/100ths, for the payment of which
- Perform all the work required to complete the Project; and	

Pay to the District all damages the District incurs as a result of the Principal's failure to perform all

the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The 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 there under or the specifications accompanying the same

OAKLAND UNIFIED SCHOOL DISTRICT Roosevelt Middle School Upper Roof & Mechanical Unit Replacement Project No. 12111 May 7, 2013 PERFORMANCE BOND DOCUMENT 00 61 14-1 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.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

V	Westchester F	re Insurance Co	ompany
4	455 Market St	reet, Suite 500	
Ç	San Francisco,	CA 94105	
_			
A	ttention:	Eric Altman	
Т	elephone No.:	(415) 547	_ 4513
F	ax No.:	(_206) _664	_ 7757
Е	-mail Address:	Eric.Altman@	DACEGroup.com
IN WITNI deemed an day of	original thereo	f, have been duly	al counterparts of this instrument, each of which shall for all purposes be executed by the Principal and Surety above named, on the15th
			Stronger Building Services
			Principal
			lyene Cen
			By Irene avila- President
			Westchester Fire Insurance Company
			Surety
			By Joan DeLuca, Attorney-in-Fact
			By Joan DeLuca, Attorney-in-Fact
			Woodruff-Sawyer & Company
			Name of California Agent of Surety 88 Rowland Way, Suite 180
			Novato, CA 94945
			Address of California Agent of Surety
			415-878-2468
			Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

# **ACKNOWLEDGMENT**

State of California County of
OnJuly 15, 2013 before me,K. Holtemann, Notary Public (insert name and title of the officer)
personally appeared Joan_DeLuca 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.  K. HOLTEMANN COMM. #1906845 NOTARY PUBLIC-CALIFORNIA MARIN COUNTY
Signature _ K Holte (Seal)

Bond No. K08925185

Premium: Included

### <u>DOCUMENT 00 61 15</u> (FORMERLY DOCUMENT 00620)

# PAYMENT BOND Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

### KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and Stronger Building Services , ("Principal") have entered into a contract for the furnishing of all materials and labor,
services and transportation, necessary, convenient, and proper to
Roosevelt Middle School Upper Roof & Mechanical Unit Replacement
Project No. 12111 (Project Name)
("Project" or "Contract")
which Contract dated July 12 , 20 13, and all of the Contract Documents attached to or
forming a part of the Contract, are hereby referred to and made a part hereof, and
WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of
the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to
100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through
3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.
NOW, THEREFORE, the Principal and Westchester Fire Insurance Company , ("Surety") are held and
firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Four hundred
seventy thousand and no/100ths Dollars (\$ 470,000.00 ), lawful money of the United States, being a
sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to
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 Principal or any of his or its subcontractors, of the heirs, executors,
administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials,
provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be
done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with
respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above
set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed
by the Court, and to be taxed as costs and to be included in the judgment therein rendered.
by the Court, and to be taked as costs and to be included in the judgment distort condition.
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons,
and comparations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the

companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, 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 affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of 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.

OAKLAND UNIFIED SCHOOL DISTRICT Roosevelt Middle School Upper Roof & Mechancial Unit Replacement Project No. 12111 May 7, 2013 PAYMENT BOND DOCUMENT 00 61 15 -1

ve been duly executed by the Principal and Surety above named, on the 15th 13.
Stronger Building Services
Principal Coul
By Irene avila. President
Westchester Fire Insurance Company
Surety
By Joan DeLuca, Attorney-in-Fact
Woodruff-Sawyer & Company
Name of California Agent of Surety 88 Rowland Way, Suite 180 Novato, CA 94945
Address of California Agent of Surety
415-878-2468

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

Telephone Number of California Agent of Surety

END OF DOCUMENT

## **ACKNOWLEDGMENT**

State of California County of
OnJuly 15, 2013 before me, <u>K. Holtemann, Notary Public</u> (insert name and title of the officer)
Topp Deluca
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.  K. HOLTEMANN COMM. #1906845 NOTARY PUBLIC-CALIFORNIA
Signature (Seal)  NOTARY PUBLIC CALIFORNIA MARIN COUNTY My Comm. Expires October 31, 2014

Power of

Attorney

acknowledged by the regularly elected officers of the Company at its principal office,

Written Commitment or written appointment or delegated

WESTCHESTER FIRE INSURANCE COMPANY

nitments of the Company as may be specified in such written

COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA

On this 3 day of October, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney ,Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

TCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the

full power and authority to execute, for and on behalf of the Company; under the seal of the Company or otherwise, such Written Commitments of the Company appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company of bonds, undertakings, recognizances, contracts and other written commitments of the Company

Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or

Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with

Each of the Charman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such

FURTHER RESQLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Joan DeLuca, Kelly Holtemann, Lawrence J Coyne, Thomas E Hughes, all of the City of NOVATO, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifteen million dollars & zero cents (\$15,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER

following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

entered into the ordinary course of business (each a "Written Commitment"):

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this



THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 03, 2014

-	
Alle	7 00
ACC	RD
	1 T L
	Mark.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

PRODUCER	sement(s)		NAME: Valerie	Porter-Brow	ne	
Voodruff-Sawver & Co.			PHONE (A/C, No. Ext):415-39 E-MAIL	1-2141	[A/C, No]:	15-989-9923
D California Street, Floor 12			E-MAIL AODRESS:Vporter-b	rowne@wsa	ndco.com	
an Francisco CA 94111					IDING COVERAGE	NAIC #
					Insurance Company	33138
						25011
	STROBU	-01	INSURER B: Wesco Insurance Company			
Stronger Building Services 31119 San Benito St.			INSURER C:			
layward CA 94544			INSURER D:			
,			INSURER E:			
		LINES TO LANG.	INSURER F :		REVISION NUMBER:	
		NUMBER: 165011379	VE DEEN IRRHED TO	THE INCHES	D NAMED ABOVE FOR T	HE POLICY PERIO
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN, POLICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	DED BY THE POLICIES BEEN REDUCED BY	S DESCRIBE	D HEREIN IS SUBJECT TO	
TYPE OF INSURANCE	ADOL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	니베	S
GENERAL LIABILITY		LHA136779	3/23/2013	3/23/2014	EACH OCCURRENCE	\$1,000,000
X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$200,000
CLAIMS-MADE X OCCUR		<b>E</b>			MED EXP (Any one person)	\$EXCLUDED
Joseph Joseph		<b>WALLESTON</b>			PERSONAL & ADV INJURY	\$1,000,000
			appropriate to the second	-	GENERAL AGGREGATE	\$2,000,000
GENL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$2,000,000
POLICY X PRO LOC						\$
AUTOMOBILE LIABILITY	YY	WPA103036401	3/23/2013	3/23/2014	(Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
ALL OWNED SCHEDULED					BODILY INJURY (Per accident)	\$
AUTOS AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	5
HIRED AUTOS AUTOS						\$
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
	1					\$
DED   RETENTION \$   WORKERS COMPENSATION					WC STATU- TORY I MITS ER	
AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE	1 1				E.L. EACH ACCIDENT	\$
OFFICER/MEMBER EXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYER	\$
(Mandatory in NH)  If yes, describe under  DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	
DESCRIPTION OF OPERATIONS below						
	CLES (Attack	ACORD 101, Additional Remarks	a Schedule, if more space	la required)	of. 1926 19th Avenue.	Oakland, CA.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI Project No. 12111; Roosevelt Upper R Dakland Unified School District, its true	oof and N					
Project No. 12111; Roosevelt Upper R Dakland Unified School District, its truinspector(s) and Architect(s) are name 1207 11 85 and CA 99 00 09 attached	oof and Nates, em d addition , wherein	ployees and agents, the nal insureds on General coverage is primary an	e State of Californi I Liability and Auto Id non-contributory	Liability cov . Waiver of \$	erages per endorseme Subrogation applies to	nts RSG 15017
Project No. 12111; Roosevelt Upper R Dakland Unified School District, its truinspector(s) and Architect(s) are name 1207 11 85 and CA 99 00 09 attached coverages per endorsements RSG 14 Policies contain a 30 day notice of can	oof and Nates, em d addition , wherein	ployees and agents, the nal insureds on General coverage is primary an	e State of Californi I Liability and Auto Id non-contributory	Liability cov Waiver of S	erages per endorseme Subrogation applies to	nts RSG 15017
Project No. 12111; Roosevelt Upper R Dakland Unified School District, its truinspector(s) and Architect(s) are name 1207 11 85 and CA 99 00 09 attached	oof and Matees, emid addition, wherein 048 10 08 cellation	ployees and agents; the agents that all insureds on General coverage is primary and and CA 99 00 09 attact and a 10 day notice of course of the agents and a 10 day notice of the agents are agents.	Liability and Auto d non-contributory ched. cancellation for nor  CANCELLATION  SHOULD ANY OF	Liability cov. Waiver of Sn-payment of Sn-pa	erages per endorseme Subrogation applies to	nts RSG 15017 GL and AUTO

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This Endorsement Changes The Policy Pleaso Read It Carefully

## ADDITIONAL INSURED BLANKET – PRIMARY AND YOUR WORK

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

# Name of Person or Organization: Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy

- 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; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard"

B. If you are required by a written contract to provide primary insurance, this policy shall be primary and SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance does not apply, but only with respect to coverage provided by this policy

This endorsement effective forms part of Policy Number LHA136779 issued to Stronger Building Services by Landmark American Insurance Company

Endorsement No:

200 - 1 - 8 5

# THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY. ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM TRUCKERS COVERAGE FORM

#### SCHEDULE

Name of Person or Organization: Oakland Unified School District, its trustees, employees and agents; the State of California; Construction Manager(s); Project Manager(s); Inspector(s) and Architect(s)

Description of Operations or Services: Project No. 12111; Roosevelt Upper Roof and Mechanical Unit Replacement, Roosevelt Middle School, 1926 19th Avenue, Oakland, CA

Location:

WAIVER OF SUBROGATION APPLIES

Description of Covered "Autos":

Per Schedule on file with company

(If no entry appears in the Schedule above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The WHO IS AN INSURED provision under LIABILITY COVERAGE is changed to include as an "insured" the person or organization shown in the Schedule, but only with respect to liability arising out of:

- Your operations or services performed for that person or organization at the location shown in the Schedule; or
- 2. The ownership, maintenance or use of the covered "autos" described in the Schedule.

A person's or organization's status as an additional insured under this endorsement ends when:

- 1. Your operations or services performed for that person or organization are completed; or
- That person's or organization's interest in the described "auto" ends.

This Endorsement Changes The Policy. Please Read It Carefully.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following;

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

### Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to SECTION IV - CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US:

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

This endorsement effective forms part of Policy Number LHA136779 issued to Stronger Building Services

by Landmark American Insurance Company

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		-	1		

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2013

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

certificate holder in lieu of such e	1-1		CONTA	Valerie	Porter-Brow	ne		
Voodruff-Sawyer & Co.	PHONE (A/C, No):415-391-2141 FAX (A/C, No):415-989-9923							
0 California Street, Floor 12 can Francisco CA 94111	E-MAIL	seunorior h	OWING MINE			141		
an Francisco CA 94111	INSURER(S) AFFORDING COVERAGE					NAIC# 35076		
		INSURER A :State Compensation Insurance Fund o					M.McZel.Ac.Miss	
NSURED	STROBU	INSURER B:						
tronger Building Services 1119 San Benito St.			INSURER C:					
layward CA 94544		INSURER D:					······································	
,			INSURER E:					
		NUMBER: 186287603	INSURE	RF:		REVISION NUMBER:		
COVERAGES  THIS IS TO CERTIFY THAT THE POI INDICATED. NOTWITHSTANDING A CERTIFICATE MAY BE ISSUED OR EXCLUSIONS AND CONDITIONS OF:	ICIES OF INSUING REQUIREMENT PERTAIN, BUCH POLICIES.	RANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVI	AVE BEE	THE POLICIE REDUCED BY	S DESCRIBE PAID CLAIMS	HEREIN IS SUBJECT TO	ALL 1	
ISR TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY						DAMAGE TO DENTED	\$ \$	
CLAIMS-MADE OCCUR		-				MED EXP (Any one person)	\$	
J ODANIO-NINDE (						PERSONAL & ADV INJURY	\$	
						GENERAL AGGREGATE	\$	
GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	5	
POLICY PECT LOC						E dia	\$	
AUTOMOBILE LIABILITY						(Ea accident)	\$	
ANY AUTO						BODILY INJURY (Per person)	\$	
ALLOWNED SCHEDULE	D D					80DILY INJURY (Per accident)	\$	
AUTOS AUTOS NON-OWN	D			99		PROPERTY DAMAGE (Per accident)	\$	
HIRED AUTOS AUTOS				9			\$	
UMBRELLA LIAB OCCUP						EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS				element of the second		AGGREGATE	\$	
1 1000	FWADE						\$	
DED RETENTION \$ WORKERS COMPENSATION		906292713		5/28/2013	5/28/2014	X WC STATU- OTH- TORY LIMITS ER		
AND EMPLOYERS' LIABILITY	Y/N					E.L. EACH ACCIDENT	\$1,000	,000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$1,000	,000
(Mandatory In NH)  If yes, describe under  DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000	***************************************
DESCRIPTION OF OPERATIONS / LOCATIONS	er Roof and M	Mechanical Unit Replaced School District, its to	ement, ustees.	Roosevelt N	Aiddle Scho	ol, 1926 19th Avenue, 0 the State of California;	Daklar Cons	id, CA. truction
valver of Subrogation in lever Analoger(s); Project Manager(s); Policies contain a 30 day notice o	manager of at	ad a constant of to tollow	,					
CERTIFICATE HOLDER			CAN	CELLATION				
Oakland Unified Sch	and District		SH	OULD ANY OF	THE ABOVE	DESCRIBED POLICIES BE O REREOF, NOTICE WILL ICY PROVISIONS.	ANCEL BE DI	LED BEFO

Facilities Planning and Management 955 High Street Oakland CA 94601

AUTHORIZED REPRESENTATIVE

Valerie Porter)- Brown &

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# **EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY) 7/17/2013

GENCY	SSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCE  NCY  PHONE IAG. No. Ext): 415-391-2141						
odruff-Sawyer & Co	0.		AGCS Marine Insu P.O. Box 2564		,		
0 California Street, Floor 12 an Francisco CA 94111			Carol Stream IL	60132-2564			
X /C, No):415-989-9923	E-MAIL VPC	orter-browne@wsandco.com					
ODE:		B CODE:					
SENCY ISTOMERID#.STROBUI-0:	1					POLICY NUMBER	
SURED Fronger Building Se			LOAN NUMBER			MXI93051997	
1119 San Benito St.			EFFECTIVE DATE	EXPIRATION	DATE		ED MAITH
yward CA 94544			7/16/2013	9/16/2013		CONTINUI TERMINA	TED IF CHECKED
			THIS REPLACES PRIOR E	VIDENCE DATED:			7
ROPERTY INFORMAT	TION						
COTARTIOTALIDIALO AL	NV DECLUDENCE	D BELOW HAVE BEEN ISSUINT, TERM OR CONDITION C	ME ANY CONTRACT OR C	THER DUDUNE	IAI AAI	IIII KESPECI I	O AALTIOLI III
CURENCE OF DROBER	DOMARDI POLARIO	MAY BE ICCITED OF MAY DE	DIAIN THE INSTRANCE	AFFORDED BY I	וחב רע	JUICIES DESCR	AID CLAIMS.
EVIDENCE OF PROPER SUBJECT TO ALL THE T	RTY INSURANCE TERMS, EXCLUS	MAY BE ISSUED OR MAY PE IONS AND CONDITIONS OF SU	DIAIN THE INSTRANCE	AFFORDED BY I	וחב רע	JUICIES DESCR	AID CLAIMG.
EVIDENCE OF PROPER SUBJECT TO ALL THE T COVERAGE INFORMA	RTY INSURANCE TERMS, EXCLUS	MAY BE ICCITED OF MAY DE	DIAIN THE INSTRANCE	AFFORDED BY I	BEEN	JUICIES DESCR	AID CLAIMS.
ELUDENCE OF DOODER	RTY INSURANCE TERMS, EXCLUS TION	MAY BE ISSUED OR MAY PE IONS AND CONDITIONS OF SU	DIAIN THE INSTRANCE	OWN MAY HAVE	BEEN	NT OF INSURANCE	AID CLAIMG.
EVIDENCE OF PROPER SUBJECT TO ALL THE TO COVERAGE INFORMATION OF THE PROPERTY IN Transit roperty at Off-Site arthquake lood  REMARKS (Including STATE AREA AREA CONTROL OF THE PROPERTY OF THE	RTY INSURANCE TERMS, EXCLUS TION  E Locations  Special Condition	MAY BE ISSUED OR MAY PE IONS AND CONDITIONS OF SU COVERAGE / PERILS / FORMS	s trustees, employee	B and agents;	AMOU \$470, \$50,0 \$50,0 \$23,5 \$470,	NT OF INSURANCE  000 000 000 000 000	\$5,000 \$5,000 \$5,000 \$5,000 \$5,000
CANCELLATION SHOULD ANY OF T DELIVERED IN ACCO ADDITIONAL INTERS  Oakland Facilit  OVERAGE INFORMA  TILDOR SISTEMATION  SHOULD ANY OF T DELIVERED IN ACCO  OAKLAND ADDRESS  OAKLAND  OAKLAND ADDRESS	Special Conditions  Special Conditions  Special Conditions  Conditions  Continue Project  Unified Schoolies Planning	COVERAGE / PERILS / FORMS  COVERAGE / PERILS / FORMS  COVERAGE / PERILS / FORMS  Eied School District, it Manager(s); Inspector(	es trustees, employees) and Architect(s).	B and agents;	### AMOU \$470, \$50,0 \$50,0 \$23,5 \$470,	REDUCED BY P  NT OF INSURANCE  000 000 000 000 000 THEREOF, NO	\$5,000 \$5,000 \$5,000 \$5,000 \$5,000 54 \$25,000
EVIDENCE OF PROPER SUBJECT TO ALL THE TO TO ALL	Special Condition  Special Condition  Coakland Unified School Coakland Unified	COVERAGE / PERILS / FORMS  COVERAGE / PERILS / FORMS  COVERAGE / PERILS / FORMS  Fied School District, it Manager(s); Inspector(	s trustees, employee s) and Architect(s).  MORTGAGEE LOSS PAYEE LOAN #	B and agents;  E EXPIRATION I	### AMOU \$470, \$50,0 \$50,0 \$23,5 \$470,	REDUCED BY P  NT OF INSURANCE  000 000 000 000 000 THEREOF, NO	\$5,000 \$5,000 \$5,000 \$5,000 \$5,000 54 \$25,000
EVIDENCE OF PROPER SUBJECT TO ALL THE TO COVERAGE INFORMATION INTEREST TO ALL THE TOP	Special Conditions  Special Conditions  Special Conditions  Conditions  Continue Project  Unified Schoolies Planning	COVERAGE / PERILS / FORMS  COVERAGE / PERILS / FORMS  COVERAGE / PERILS / FORMS  Fied School District, it Manager(s); Inspector(	s trustees, employee (s) and Architect(s).  MORTGAGEE LOSS PAYEE	B and agents;  E EXPIRATION I	### AMOU \$470, \$50,0 \$50,0 \$23,5 \$470,	REDUCED BY P  NT OF INSURANCE  000 000 000 000 000 THEREOF, NO	\$5,000 \$5,000 \$5,000 \$5,000 \$5,000 54 \$25,000

Bond Executed in Duplicate.

Bond No. K08925185

DOCUMENT 00 61 14 (FORMERLY DOCUMENT 00610)

Premium: \$ 9,400

# PERFORMANCE BOND (100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

### KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Uni Building Services ("Principal)" have entered	into a contract for the furnishing of all materials and
labor, services and transportation, necessary, convenient, and pro Roosevelt Middle School Upper Roof & Mechanica	oper to perform the following project:
Project No. 12111  ("Project" or "Contract")	(Project Name)
which Contract datedJuly 12, 20 13 , at forming a part of the Contract, are hereby referred to and made a	nd all of the Contract Documents attached to or part hereof, and
WHEREAS, said Principal is required under the terms of the Co of the Contract;	ontract to furnish a bond for the faithful performance
NOW, THEREFORE, the Principal and Westchester Fire Ir firmly bound unto the Board of the District in the penal sum of 1 DOLLARS (\$470,000.00, lawful n	Four hundred seventy thousand and no/100ths noney of the United States, for the payment of which
sum well and truly to be made we bind ourselves, our heirs, execution jointly and severally, firmly by these presents, to:	cutors, administrators, successors, and assigns
D. C	instrand

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The 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 there under or the specifications accompanying the same

OAKLAND UNIFIED SCHOOL DISTRICT Roosevelt Middle School Upper Roof & Mechanical Unit Replacement Project No. 12111 May 7, 2013 PERFORMANCE BOND DOCUMENT 00 61 14-1 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.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

	Westchester F	ire Insurance Co	ompany
	455 Market S	treet, Suite 500	
	San Francisco	, CA 94105	
	Attention:	Eric Altman	
	Telephone No.:	(415) 547	_ 4513
	Fax No.:	( 206 ) 664	7757
	E-mail Address:	Eric.Altman@	@ACEGroup.com
IN WIT deemed day of _	an original thereo	of, have been duly	al counterparts of this instrument, each of which shall for all purposes be executed by the Principal and Surety above named, on the15th, 20 13.
			Stronger Building Services
			Principal Confl
			By Irene avila. President
			Westchester Fire Insurance Company
		<u> </u>	Surety
			By Joan DeLuca, Attorney-in-Fact
			Woodruff-Sawyer & Company
			Name of California Agent of Surety 88 Rowland Way, Suite 180
			Novato, CA 94945
			Address of California Agent of Surety
			415-878-2468
			Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

## **ACKNOWLEDGMENT**

State of California County of
On July 15, 2013 before me, <u>K. Holtemann, Notary Public</u> (insert name and title of the officer)
personally appeared Joan DeLuca
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.  K. HOLTEMANN COMM. #1906845
Signature (Seal)  NOTARY PUBLIC-CALIFORNIA MARIN COUNTY My Comm. Expires October 31, 2014

Bond No. K08925185

Premium: Included

### <u>DOCUMENT 00 61 15</u> (FORMERLY DOCUMENT 00620)

# PAYMENT BOND Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

### KNOW ALL PERSONS BY THESE PRESENTS:

KNOW ALL PERSONS BY THESE PRESENTS:
WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and Stronger Building Services, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to Roosevelt Middle School Upper Roof & Mechanical Unit Replacement Project No. 12111(Project Name)
("Project" or "Contract")
which Contract dated July 12, 20 13, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and
WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.
NOW, THEREFORE, the Principal and Westchester Fire Insurance Company , ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Four hundred seventy thousand and no/100ths Dollars (\$ 470,000.00 ), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to 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 Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, 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 affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of 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.

OAKLAND UNIFIED SCHOOL DISTRICT Roosevelt Middle School Upper Roof & Mechancial Unit Replacement Project No. 12111 May 7, 2013 PAYMENT BOND DOCUMENT 00 61 15 -1

deemed an original thereof, have been dul	y executed by the Principal and Surety above named, on the 15th
day of <u>July</u> , 2013.	
	Stronger Building Services
	Principal /
	Marie Con
	By Irene Quilo-President
	Westchester Fire Insurance Company
	Surety
	By Joan DeLuca, Attorney-in-Fact
	Woodruff-Sawyer & Company
	Name of California Agent of Surety 88 Rowland Way, Suite 180 Novato, CA 94945
	Address of California Agent of Surety
	415-878-2468

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

Telephone Number of California Agent of Surety

END OF DOCUMENT

## **ACKNOWLEDGMENT**

State of California County of
OnJuly 15, 2013 before me,K. Holtemann, Notary Public (insert name and title of the officer)
personally appeared
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.  K. HOLTEMANN COMM. #1906845 NOTARY PUBLIC-CALIFORNIA MARIN COUNTY
Signature (Seal) My Corryn, Expires October 31, 2014

### WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seaf of the Company or
- Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact. (2)
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney in fact of the Company with (3) Each of the Chairman, the President and the Vice Presidents of the Company is needed to the Company of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authorized for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments. (4)
- The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such (5)Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Joan DeLuca, Kelly Holtemann, Lawrence J Coyne, Thomas E Hughes, all of the City of NOVATO, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifteen million dollars & zero cents (\$15,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 3 day of October 2012

WESTCHESTER FIRE INSURANCE COMPANY



COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA

Power of

Attorney

On this 3 day of October, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney , Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this



THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 03, 2014

	7.00
ACO	RD
	-

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2013

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

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

-	ortificate holder in lieu of such endorse		1-1-		CONTACT NAME:	Valerie I	Porter-Brown	ne		
Voodruff-Sawyer & Co. 10 California Street, Floor 12 San Francisco CA 94111					NAME: Valerie Porter-Browne PHONE PHONE (AC, No. Extl:415-391-2141 E-MAIEss-vporter-browne@wsandco.com					
									INSURER A : Landmark American Insurance Company	
NSUI	BED C.	3UI-0							25011	
	•	0-10	·							
	nger Building Services 19 San Benito St.		1							
	ward CA 94544		100							
				INSURER F:						
201	VERAGES CERT	TEICA	TE N	UMBER: 1650113701				REVISION NUMBER:		
TH	VERAGES  VISION THE POLICIES  IDICATED. NOTWITHSTANDING ANY RECEPTIFICATE MAY BE ISSUED OR MAY PECCLUSIONS AND CONDITIONS OF SUCH P	OF INS	SURAI MENT	NCE LISTED BELOW HAV , TERM OR CONDITION ( E INSURANCE AFFORDE	/E BEEN OF ANY ( ED BY TH BEEN RE	E POLICIE	S DESCRIBED			
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	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L, EACH ACCIDENT	\$	······································
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	117.7			***************************************			E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below	populadarja						E.L. DISEASE - POLICY LIMIT	5	
			aumana							
	scription of operations / Locations / vehicle bject No. 12111; Roosevelt Upper Ro	af an-	d Bitou	chanical Unit Replacer	ment R	neevelt h	Aiddle Schoo	ol, 1926 19th Avenue, (	Daklar t Man	nd, CA.
120	olect No. 1211; Roosevelt Opper No. kland Unified School District, its trust pector(s) and Architect(s) are named 77 11 85 and CA 99 00 09 attached, verages per endorsements RSG 140 licies contain a 30 day notice of canc	where	tional ein cc	verage is primary and	Liability i non-co ned	and Auto ntributory.	. Waiver of S	Subrogation applies to	nts RS GL an	G 15017 d AUTO
					CANCE	LLATION	1			
GE	Cakland Unified School Di Facilities Planning and Ma	ment		SHOUTHE	LD ANY OF	THE ABOVE I	DESCRIBED POLICIES BE ( IEREOF, NOTICE WILL CY PROVISIONS.	CANCE BE D	LLED BEFO ELIVERED	
	955 High Street Oakland CA 94601		Nativie Portin- Brown &							

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This Endorsement Changes The Policy Please Read It Carefully

## ADDITIONAL INSURED BLANKET – PRIMARY AND YOUR WORK

This endersement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

# Name of Person or Organization: Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy

- 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; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard"

B. If you are required by a written contract to provide primary insurance, this policy shall be primary and SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other insurance does not apply, but only with respect to coverage provided by this policy

This endorsement effective forms part of Policy Number LHA136779 issued to Stronger Building Services by Landmark American Insurance Company

Endorsement No:

200 y 4 mil 4

# THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY. ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM TRUCKERS COVERAGE FORM

### SCHEDULE

Name of Person or Organization: Oakland Unified School District, its trustees, employees and agents; the State of California; Construction Manager(s); Project Manager(s); Inspector(s) and Architect(s)

Description of Operations or Services: Project No. 12111; Roosevelt Upper Roof and Mechanical Unit Replacement, Roosevelt Middle School, 1926 19th Avenue, Oakland, CA

Location:

WAIVER OF SUBROGATION APPLIES

Description of Covered "Autos":

Per Schedule on file with company

(If no entry appears in the Schedule above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The WHO IS AN INSURED provision under LtABILITY COVERAGE is changed to include as an "insured" the person or organization shown in the Schedule, but only with respect to liability arising out of:

- Your operations or services performed for that person or organization at the location shown in the Schedule; or
- 2. The ownership, maintenance or use of the covered "autos" described in the Schedule.

A person's or organization's status as an additional insured under this endorsement ends when:

- 1. Your operations or services performed for that person or organization are completed; or
- 2. That person's or organization's Interest in the described "auto" ends.

This Endorsement Changes The Policy. Please Read It Carefully.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following;

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

#### SCHEDULE

#### Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to SECTION IV - CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US:

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

This endorsement effective forms part of Policy Number LHA136779 issued to Stronger Building Services

by Landmark American Insurance Company

A	CORD	
-		

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2013

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

th	e terms and conditions of the police entificate holder in lieu of such endo	y, certain policions ersement(s).			ement on th	is certificate does n	ot confer	rights to the
PROC	DUCER		NA.		Porter-Brow	ne		······
	druff-Sawyer & Co.		PH	ONE C. No. Extl:415-39	1-2141	FAX	No):415-9	89-9923
	alifornia Street, Floor 12			MAIL DORESS:Vporter-br		andco.com		
San	Francisco CA 94111					DING COVERAGE		NAIC #
			IN	SURER A :State Co	mpensation	Insurance Fund o		35076
INSU	RED	STROBUI-01	IN.	SURER 8 :				
Stro	nger Building Services		IN	SURER C :				
311	19 San Benito St.		IN	SURER D:				
Hay	ward CA 94544		IN	SURER E :			N-1	
			IN	SURER F:				
CO	VERAGES CE	RTIFICATE NU	MBER: 1862876031			REVISION NUMBER		
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POLICY JECT LOC COMOINED SINGLE LIMIT (En accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS \$ EACH OCCURRENCE UMBRELLA LIAB OCCUR AGGREGATE EXCESS LIAB CLAIMS-MADE RETENTION \$ 6/28/2013 5/28/2014 X WC STATU-TORY LIMITS 906292713 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT \$1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Project No. 12111; Roosevelt Upper Roof and Mechanical Unit Replacement, Roosevelt Middle School, 1926 19th Avenue, Oakland, CA. Waiver of Subrogation in favor of Oakland Unified School District, its trustees, employees and agents; the State of California; Construction Manager(s); Project Manager(s); Inspector(s) and Architect(s) to follow.

Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF

Oakland Unified School District Facilities Planning and Management 955 High Street Oakland CA 94601

HOULD 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

Vaterie (Tenter) - Brown E

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E.L. DISEASE - POLICY LIMIT \$1,000,000

(Mandatory In NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below



### EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 7/17/2013

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST. PHONE (A/C, No. Ext): 415-391-2141 COMPANY AGCS Marine Insurance Company Woodruff-Sawyer & Co. P.O. Box 2564 Floor 12 50 California Street, San Francisco CA 94111 Carol Stream IL 60132-2564 vporter-browne@wsandco.com FAX (A/C, No).415-989-9923 SUB CODE: CODE AGENCY CUSTOMER ID #.STROBUI - 01 LOAN NUMBER POLICY NUMBER INSURED MXI93051997 Stronger Building Services 31119 San Benito St. EFFECTIVE DATE EXPIRATION DATE CONTINUED UNTIL Hayward CA 94544 9/16/2013 TERMINATED IF CHECKED 7/16/2013 THIS REPLACES PRIOR EVIDENCE DATED: PROPERTY INFORMATION LOCATION/DESCRIPTION Project No. 12111; Roosevelt Upper Roof and Mechanical Unit Replacement, Roosevelt Middle School, 1926 19th Avenue, Oakland, CA. 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 EVIDENCE OF PROPERTY INSURANCE 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. **COVERAGE INFORMATION** DEDUCTIBLE AMOUNT OF INSURANCE COVERAGE / PERILS / FORMS Builder's Risk \$5,000 \$470,000 Project Limit Property In Transit Property at Off-Site Locations \$5,000 \$50,000 \$23,500 5% Earthquake \$25,000 Flood \$470,000 **REMARKS (Including Special Conditions)** Additional Insured: Oakland Unified School District, its trustees, employees and agents; the State of California; Construction Manager(s); Project Manager(s); Inspector(s) and Architect(s). CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST ADDITIONAL INSURED NAME AND ADDRESS MORTGAGEE LOSS PAYEE Oakland Unified School District LOAN # Facilities Planning and Management 955 High Street Oakland CA 94601 AUTHORIZED REPRESENTATIVE Voterio Frotes)- Brown E

### **PUBLIC WORKS CONTRACT AWARD INFORMATION**

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: http://www.dir.ca.gov/das/PublicWorksForms.htmfor information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

## Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY Stronger Building Services	CONTRACTOR'S STATE LICENSE NO 955618
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE 31119 San Benito St.	AREA CODE & TELEPHONE NO. 510-487-8363
NAME & ADDRESS OF PUBLIC WORKS PROJECT Roosevelt M.S. Upper Roof & Mechanical Unit Replacement 1926 19th Ave.	DATE YOUR CONTRACT EXECUTED  July 18, 2013  DATE OF EXPECTED OR ACTUAL START OF PROJECT
Oakland, Ca 94606	SALES SALES ES CONTROL CONTROL OF THE CONTROL OF TH
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT  Oakland Unified School District	ESTIMATED NUMBER OF JOURNEYMEN HOURS 450
955 High St. Oakland, Ca 94601	OCCUPATION OF APPRENTICE  Roofer
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))  United Administrative Services	ESTIMATED NUMBER OF APPRENTICE HOURS 450
P.O. Box 5057 San Jose, Ca 95150	APPROXIMATE DATES TO BE EMPLOYED  90 days

### This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

#### Check One Of The Boxes Below

1. X		tices by the Bay Area Counties Roofing/Waterproofing Joint App.
	Apprenticeship Committee. We will emp	loy and train under their Standards. Enter name of the Committee
2.	We will comply with the standards of	
	Apprenticeship Committee for the durati	on of this job only.  Enter name of the Committee
3.	including § 230.1 (c) which requires that	accordance with the California Apprenticeship Council regulations, apprentices employed on public projects can only be assigned to ch the apprentice is registered and that the apprentices must at all rvision of journeyman/men.
	Signature	lucero (en 1 Date 7/19/13
	Typed Name	Irene Avila
	Title	President

State of California
Department of Industrial Relations
California Apprenticeship Council
P.O. Box 101325
Pasadena, CA 91189-0005

# TRAINING FUND CONTRIBUTIONS

Please use a separate form for each jobsite, listing the occupations for the jobsite. One check payable to the California Apprenticeship Council may be submitted for all jobsites and/or occupations. Training fund contributions are not accepted by the California Apprenticeship Council for federal public works projects, unless the project is administered by a public agency or for non-apprenticeable occupations such as utility technicians, lead abatement worker, etc.

California Apprenticeship
Council

# \*\*Training Fund Contributions are due on the 15th of each month\*\*

# PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE SUCCESSFUL SUBMISSION AND PROCESS OF PAYMENT.

NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION	CONTRACTOR'S LICENSE NUMBER			
Stronger Building Services 31119 San Benito St.	955618			
Hayward, Ca 94544	CONTRACT OR PROJECT NUMBER			
Trayward, Ca 34344	12111			
NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT Oakland Unified School District 955 High St. Oakland, Ca 94601	JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.  Roosevelt M.S. 1926 19th Ave. Oakland, Ca 94606  PERIOD COVERED BY CONTRIBUTION (FROM - TO)  August 1, 2012 - July 31, 2013			
CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC). COUNTY V	/ORK PERFORMED IN ALL HOURS CONTRIBUTION AMOUNT RATE PER HOUR			
Roofers	\$ 0.00			
	\$ 0.00			
	\$ 0.00			
	\$ 0.00			
	\$ 0.0			
	\$ 0.00			
	TOTAL \$ 0.00			
F APPRENTICES WERE EMPLOYED, PLEASE LIST THE APPRENTICESHIP PROGRAM AND NUMBER	R OF APPRENTICE HOURS WORKED			
TYPE OR PRINT YOUR NAME AND TITLE	DATE			
Irene Avila - President	7/19/2013			
strongerbuilding@yahoo.com	AREA CODE & TELEPHONE NUMBER 510-487-8363			
CAC 2 (ray 6/12)	IG FUND CONTRIBUTIONS			



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2013

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

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

PRODUCER		CONTACT NAME: Valerie Porter-Browne					
Woodruff-Sawyer & Co. 50 California Street, Floor 12		PHONE (A/C, No, Ext):415-391-2141  E-MAIL ADDRESS:vporter-browne@wsandco.com	No):415-989-9923				
San Francisco CA 94111		INSURER(S) AFFORDING COVERAGE	NAIC#				
		INSURER A : Landmark American Insurance Compar	ny 33138				
INSURED	STROBUI-01	INSURER B : Wesco Insurance Company	25011				
Stronger Building Services		INSURER C:					
31119 San Benito St.		INSURER D:					
Hayward CA 94544		INSURER E :					
		INSURER F:					
COVERACES	CERTIFICATE NUMBER: 1650113	701 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.

R	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
`	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY	Y	Υ	LHA136779	3/23/2013	3/23/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$200,000
	CLAIMS-MADE X OCCUR					DDYYYY) (MM/DDYYYY) 2013 3/23/2014 EA PR ME PE GE PR AC  EA AC	MED EXP (Any one person)	\$EXCLUDED
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
-	AUTOMOBILE LIABILITY	Υ	Y	WPA103036401	3/23/2013	3/23/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
×	X ANY AUTO ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	AUTOS							\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION\$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- OTH- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	]   N/A			,		E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$

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

Project No. 12111; Roosevelt Upper Roof and Mechanical Unit Replacement, Roosevelt Middle School, 1926 19th Avenue, Oakland, CA. Oakland Unified School District, its trustees, employees and agents; the State of California; Construction Manager(s); Project Manager(s); Inspector(s) and Architect(s) are named additional insureds on General Liability and Auto Liability coverages per endorsements RSG 15017 1207 11 85 and CA 99 00 09 attached, wherein coverage is primary and non-contributory. Waiver of Subrogation applies to GL and AUTO coverages per endorsements RSG 14048 10 08 and CA 99 00 09 attached.

Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

CERTIF	ICATE	HOLDE	: K
			_

Oakland Unified School District
Facilities Planning and Whan 19 man [107]
955 High Street
Oakland CA 94601

FACILITIES PLANNING AND MANAGEMENT

#### CANCELLATION

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

Valerie Poster)- Brown &

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This Endorsement Changes The Policy Please Read It Carefully

# ADDITIONAL INSURED BLANKET – PRIMARY AND YOUR WORK

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Name of Person or Organization: Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy

- 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; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard"

B. If you are required by a written contract to provide primary insurance, this policy shall be primary and SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance does not apply, but only with respect to coverage provided by this policy

This endorsement effective forms part of Policy Number LHA136779 issued to Stronger Building Services by Landmark American Insurance Company

Endorsement No:

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM TRUCKERS COVERAGE FORM

#### SCHEDULE

Name of Person or Organization: Oakland Unified School District, its trustees, employees and agents; the State of California; Construction Manager(s); Project Manager(s); Inspector(s) and Architect(s)

Description of Operations or Services: Project No. 12111; Roosevelt Upper Roof and Mechanical Unit Replacement, Roosevelt Middle School, 1926 19th Avenue, Oakland, CA

Location:

WAIVER OF SUBROGATION APPLIES

Description of Covered "Autos":

Per Schedule on file with company

(If no entry appears in the Schedule above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The WHO IS AN INSURED provision under LIABILITY COVERAGE is changed to include as an "insured" the person or organization shown in the Schedule, but only with respect to liability arising out of:

- 1. Your operations or services performed for that person or organization at the location shown in the Schedule; or
- 2. The ownership, maintenance or use of the covered "autos" described in the Schedule.

A person's or organization's status as an additional insured under this endorsement ends when:

- 1. Your operations or services performed for that person or organization are completed; or
- 2. That person's or organization's interest in the described "auto" ends.

This Endorsement Changes The Policy. Please Read It Carefully.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

#### SCHEDULE

#### Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to SECTION IV - CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US:

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

This endorsement effective forms part of Policy Number LHA136779 issued to Stronger Building Services

by Landmark American Insurance Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2013

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.

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certificate holder in lieu of such endors			CONTACT NAME: Valerie	Porter-Brow	/ne	
Noodruff-Sawyer & Co.			DILONIE		FAX (A/C, No):415-9	90 0022
50 California Street, Floor 12			(A/C, No, Ext):415-39 E-MAIL			09-9923
San Francisco CA 94111			ADDRESS:vporter-bi			Nine.
					RDING COVERAGE	NAIC#
				ompensatioi	n Insurance Fund o	35076
	STROE	BUI-01	INSURER B:			
Stronger Building Services			INSURER C :			
31119 San Benito St. Hayward CA 94544			INSURER D :			
layward on tonoun			INSURER E :			
			INSURER F:			
COVERAGES CER	RTIFICA	TE NUMBER: 186287603	1		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERTAI POLICIE	MENT, TERM OR CONDITION N, THE INSURANCE AFFORD ES. LIMITS SHOWN MAY HAVI	OF ANY CONTRACT DED BY THE POLICIE BEEN REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
NSR TYPE OF INSURANCE	ADDL SU	VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY		· · · · · · · · · · · · · · · · · · ·	,		EACH OCCURRENCE \$	
COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
CLAIMS-MADE OCCUR					MED EXP (Any one person) \$	
CLAIMS-MADE OCCUR					PERSONAL & ADV INJURY \$	
					GENERAL AGGREGATE \$	•
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$	
POLICY PRO- LOC					\$	
AUTOMOBILE LIABILITY			-		COMBINED SINGLE LIMIT (Ea accident) \$	
					BODILY INJURY (Per person) \$	
ANY AUTO ALL OWNED SCHEDULED					BODILY INJURY (Per accident) \$	
AUTOS AUTOS NON-OWNED					PROPERTY DAMAGE	
HIRED AUTOS AUTOS					(Per accident) \$	
UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$	
EXCESS LIAB CLAIMS-MADE					AGGREGATE \$	
CLAIMS-MADE					\$	
DED   RETENTION \$   WORKERS COMPENSATION	Y	906292713	6/28/2013	6/28/2014	X WC STATU- OTH-	
AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE		1			E.L. EACH ACCIDENT \$1,00	0.000
OFFICER/MEMBER EXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYEE \$1,00	
(Mandatory in NH) If yes, describe under					E.L. DISEASE - POLICY LIMIT \$1,00	
DÉSCRIPTION OF OPERATIONS below					E.C. SIGERGE -1 GEIGT EINST   \$1,00	-,
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	150 /:-	ACOPD 404 A 1419 1 Pr	Cahadula if mars and	a mauler 4		
Project No. 12111; Roosevelt Upper Roosevelt Roosevelt Upper Roosevelt Roo	oof and and Uni ctor(s)	Mechanical Unit Replace fied School District, its tru and Architect(s) to follow.	ement, Roosevelt M istees, employees	liddle Schoo and agents;	the State of California; Cons	nd, CA. struction
CERTIFICATE HOLDER			CANCELLATION			
Oakland Unified School Di Facilities Planning and Ma		ent		N DATE TH	DESCRIBED POLICIES BE CANCE EREOF, NOTICE WILL BE D CY PROVISIONS.	
955 High Street Oakland CA 94601	9 = //		AUTHORIZED REPRESE	NTATIVE		

Valerie Footer)- Brown &



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 7/17/2013

		EVIDENCE OF THE	OI EIXII IIIO	01.07.11.0			
ADDITIONAL INTEREST COVERAGE AFFORDED	NAMED BY THE UTHORIZI	INSURANCE IS ISSUED AS A M. BELOW. THIS EVIDENCE DOES I POLICIES BELOW. THIS EVIDENCE D REPRESENTATIVE OR PRODUC	NOT AFFIRMATIVELY O	R NEGATIVEL S NOT CONS	Y AMEND	, EXTEND O	R ALTER THE
AGENCY	PHONE (A/C No F	Ext): 415-391-2141	COMPANY				
Woodruff-Sawyer & Co. 50 California Street, San Francisco CA 9411	Floor 1		AGCS Marine Insu P.O. Box 2564 Carol Stream IL		ny		
FAX (A/C, No):415-989-9923	E-MAIL ADDRESS:	vporter-browne@wsandco.com					
CODE:	ADDRESS.	SUB CODE:					
AGENCY CUSTOMER ID #: STROBUI - 01							
INSURED			LOAN NUMBER			LICY NUMBER	
Stronger Building Ser 31119 San Benito St.	vices				MX	193051997	
Hayward CA 94544			EFFECTIVE DATE	EXPIRATION	ON DATE	CONTINU	JED UNTIL
			7/16/2013	9/16/2013		TERMINA	TED IF CHECKED
			THIS REPLACES PRIOR E	VIDENCE DATED:			
PROPERTY INFORMATIO	N						
LOCATION/DESCRIPTION	-14						_
NOTWITHSTANDING ANY EVIDENCE OF PROPERTY	REQUIRI	STED BELOW HAVE BEEN ISSUED EMENT, TERM OR CONDITION OF NCE MAY BE ISSUED OR MAY PER LUSIONS AND CONDITIONS OF SUC	ANY CONTRACT OR C	THER DOCUM AFFORDED BY	IENT WITH	RESPECT CICIES DESCR	ro which this IBED HEREIN IS
COVERAGE INFORMATION	ON						
		COVERAGE / PERILS / FORMS			AMOUNT	OF INSURANCE	DEDUCTIBLE
Builder's Risk Project Limit Property In Transit Property at Off-Site I Earthquake Flood	Location	s			\$470,00 \$50,000 \$50,000 \$23,500 \$470,00		\$5,000 \$5,000 \$5,000 58 \$25,000
	akland U	ditions) Unified School District, its ect Manager(s); Inspector(s		s and agents	; the St	ate of Cal	ifornia;
		DESCRIBED POLICIES BE CANOTH THE POLICY PROVISIONS.	CELLED BEFORE THE	EXPIRATION	DATE TH	EREOF, NO	TICE WILL BE
ADDITIONAL INTEREST							
NAME AND ADDRESS			MORTGAGEE	X ADDITIONA	AL INSURED		
			LOSS PAYEE	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	- 11401120		
Facilities	B Planni	chool District ng and Management	LOAN#				
955 High S Oakland C			AUTHORIZED REPRESENT	ATIVE		,	44.

ACORD 27 (2009/12)

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Valerie Porter- Brown &

# Oakland Unified School District Division of Facilities Planning and Management

# **BID OPENING TABULATION SHEET**

School:	Re-Bid Roosevelt Middle School		Date:	Wednesday, June 26, 2013	
Project:	Upper Roof HV Unit Replacemen	t	Time:	2:15 PM	
Project #:	12111		Project Mgr:	Kenya Chatman	_
Estimate:	\$450,000		Architect:	Byrens Kim Design Works	_
Signature of W	itness to Bid		Signature of Bid Opener	natmans.	
Сотрапу:	Stronger Building Services	Base Bid:	\$365,000.00	Required Day of Bid:	
Address:	31119 San Ben to St	Allowance:	\$ 40,000.00	Signed Bid Form	V
City/State:	Hayward, CA //	TOTAL:	\$ 405,000.00		X
	510-487-8363	1		Addendum Acknow.	X
Phone:		Alternates:	\$ 65,000.00	Bid Bond	X
Fax:	510-487-8246		dry rot \$7.50 plywood \$7.50	Non-Collusion	X
				Long Form Pre-Q	X
			Time Submitted Date Submitted	Site Visit Certification	X
			1:49 PM 6/26/2013	Contractor's Sub List	X
			The state of the s	Required Doc's within 24 hrs	7
	AND THE PROPERTY OF THE PROPER		Time Opened Date Opened	Debarment Suspension & Schd Z	X
			2:15 PM 6/26/2013	Local Business Participation Form	X
			2.13 171	DVBE Forms	X
					4.544
Company:	ALCAL Speciality	Base Bid:	\$372,000.00	Required Day of Bid:	1
Address:	42950 Osgood Road	Allowance:	\$40,000.00	Signed Bid Form	X
City/State:	Fremont, CA	TOTAL:	\$412,000.00	Addendum Acknow.	X
Phone:	510-623-5256	Alternates:	\$47,400.00	Bid Bond	X
Fax:	510-477-9786		dry rot \$8.00 plywood \$6.00	Non-Collusion	X
			, , , , , , , , , , , , , , , , , , , ,	Long Form Pre-Q	X
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			Time Submitted Date Submitted	Site Visit Certification	X
			1:45 PM 6/26/2013	Contractor's Sub List	X
				Required Doc's within 24 hrs	
			Time Opened Date Opened	Debarment Suspension & Schd Z	X
			2:15 PM 6/26/2013	Local Business Participation Form	X
		N 20. 11 P . 1 . 1 . 1 . 1 . 1 . 1 . 1 . 1 .		DVBE Forms	X
	Asserti O Dalla Yas	D DI-			
Company:	Angotti & Reilly, Inc	Base Bid:	\$444,964.00	Required Day of Bid:	
Address:	1000 Mariposa St	Allowance:	\$40,000.00	Signed Bid Form	X
City/State: Phone:	San Francisco, CA 415-575-3700	TOTAL:	\$484,964.00	Addendum Acknow.	X
Fax:	415-575-1470	Alternates:	\$57,454.00	Bid Bond	X
I OA,	713-373-1470		dry rot \$12.75 plywd \$12.75	Non-Collusion	X
				Long Form Pre-Q	X
			Time Submitted Date Submitted	Site Visit Certification Contractor's Sub List	X
			1:55 PM 6/26/2013	CONTRACTOR'S SUB-LIST	X
	The second secon	ALBERT & STATE OF THE STATE OF		Required Doc's within 24 hrs	1
-			Time Opened Date Opened	Debarment Suspension & Schd Z	
			2:15 PM. 6/26/2013	Local Business Participation Form	
				DVBE Forms	
Company:	Best Contracting Services	Base Bid:	\$ 525,300.00	Required Day of Bid:	
Address:	4301 Bettencourt way	Allowance:	\$ 40,000.00	Signed Bid Form	X
City/State:	Union City, CA	TOTAL:	\$ 565,300.00	Addendum Acknow.	X
Phone:	510-886-7240	Alternates:	\$ 115,000.00	Bid Bond	X
Fax:	510-886-7322		dry rot \$7.00 plywd \$16.00	Non-Collusion	X
			to the state of th	Long Form Pre-Q	X
			Time Submitted Date Submitted	Site Visit Certification	X
			1:41 PM 6/26/2013	Contractor's Sub List	X
				Required Doc's within 24 hrs	
			Time Opened Date Occurs	Debarment Suspension & Schd Z	V
			Time Opened Date Opened		X
			2:15 PM 6/26/2013	Local Business Participation Form DVBE Forms	X

# Oakland Unified School District Division of Facilities Planning and Management

# **BID OPENING TABULATION SHEET**

Camar	Pay Construction	Base Bid:	\$ 532,000.00	Required Day of Bid:	
Company:	Bay Construction			Signed Bid Form	X
Address:	4026 MLK Jr, Way	Allowance:	\$ 40,000.00	Addendum Acknow.	X
City/State:	Oakland, Ca	TOTAL:	\$ 572,000.00	Bid Bond	>
Phone:	510-658-7225	Alternates:	\$ 71,000.00	Non-Collusion	X
ax:	510-658-4890		dry rot \$7.55 plywd \$5.35		X
				Long Form Pre-Q	X
			Time Submitted Date Submitted	Site Visit Certification	X
			1:50 PM <u>6/26/2013</u>	Contractor's Sub List	^
			and a fellowing was truly the first of the second was	Required Doc's within 24 hrs	-
				Debarment Suspension & Schd Z	X
			Time Opened Date Opened	Local Business Participation Form	
			2:15 PM 6/26/2013	DVBE Forms	X
OFFICE CITED SERVICES			or park and removing a literal property of the	IDADE LOUIS	-
			A F47 000 00	Dogwind Day of Ride	T
Company:	West Bay Builders	Base Bid:	\$ 547,000.00	Required Day of Bid:	- V
Address:	250 Bel Marin Keys Blvd bldg A	Allowance:	\$ 40,000.00	Signed Bid Form	X
City/State:	Novato, CA	TOTAL:	\$ 587,000.00	Addendum Acknow.	X
Phone:	415-456-8972	Alternates:	\$ 56,000.00	Bid Bond	X
Fax:	415-459-0665		dry rot \$15.00 plywd \$7.00	Non-Collusion	X
				Long Form Pre-Q	X
	and the same of th		Time Submitted Date Submitted	Site Visit Certification	X
		A tily modelskinson —	1:56 PM 6/26/2013	Contractor's Sub List	Х
		The same of the sa	and the state of t		-
	1	apus unam l'ar yapınış mayahahamı ekkemini	of the Control and Administration appropriate to the control of th	Required Doc's within 24 hrs	٠,
			Time Opened Date Opened	Debarment Suspension & Schd Z	X
			2:15 PM 6/26/2013	Local Business Participation Form	X
				DVBE Forms	
				DVBE Forms	X
Company:	Pioneer Contractors, Inc	Base Bid:	\$ 568,000.00	DVBE Forms Required Day of Bid:	X
Company: Address:	Pioneer Contractors, Inc 1485 Armstrong Ave	Allowance:	\$ 568,000.00 \$ 40,000.00	DVBE Forms  Required Day of Bid: Signed Bid Form	X
-			\$ 568,000.00 \$ 40,000.00 \$ 608,000.00	DVBE Forms  Required Day of Bid:  Signed Bid Form  Addendum Acknow.	×
Address:	1485 Armstrong Ave	Allowance:	\$ 568,000.00 \$ 40,000.00 \$ 608,000.00 \$ 75,400.00	DVBE Forms  Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond	×
Address: City/State:	1485 Armstrong Ave San Francisco, CA	Allowance: TOTAL:	\$ 568,000.00 \$ 40,000.00 \$ 608,000.00	DVBE Forms  Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion	X X X X
Address: City/State: Phone:	1485 Armstrong Ave San Francisco, CA 415-671-1070	Allowance: TOTAL:	\$ 568,000.00 \$ 40,000.00 \$ 608,000.00 \$ 75,400.00 dry rot \$20.00 plywd \$5.00	DVBE Forms  Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Long Form Pre-Q	X X X X
Address: City/State: Phone:	1485 Armstrong Ave San Francisco, CA 415-671-1070	Allowance: TOTAL:	\$ 568,000.00 \$ 40,000.00 \$ 608,000.00 \$ 75,400.00 dry rot \$20.00 plywd \$5.00 Time Submitted Date Submitted	DVBE Forms  Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Long Form Pre-Q Site Visit Certification	X X X X X
Address: City/State: Phone:	1485 Armstrong Ave San Francisco, CA 415-671-1070	Allowance: TOTAL:	\$ 568,000.00 \$ 40,000.00 \$ 608,000.00 \$ 75,400.00 dry rot \$20.00 plywd \$5.00	DVBE Forms  Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Long Form Pre-Q	X X X X X
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Address: City/State: Phone: Fax:  Company: Address: City/State: Phone:	1485 Armstrong Ave San Francisco, CA 415-671-1070	Allowance: TOTAL: Alternates:  Base Bid: Allowance: TOTAL:	\$ 568,000.00 \$ 40,000.00 \$ 608,000.00 \$ 75,400.00 dry rot \$20.00 plywd \$5.00 Time Submitted Date Submitted 1:46 PM 6/26/2013 Time Opened Date Opened 2:15 PM 6/26/2013	Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Long Form Pre-Q Site Visit Certification Contractor's Sub List  Required Doc's within 24 hrs Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms  Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Long Form Pre-Q	
Address: City/State: Phone: Fax:  Company: Address: City/State: Phone:	1485 Armstrong Ave San Francisco, CA 415-671-1070	Allowance: TOTAL: Alternates:  Base Bid: Allowance: TOTAL:	\$ 568,000.00 \$ 40,000.00 \$ 608,000.00 \$ 75,400.00 dry rot \$20.00 plywd \$5.00 Time Submitted Date Submitted 1:46 PM 6/26/2013 Time Opened Date Opened 2:15 PM 6/26/2013	Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Long Form Pre-Q Site Visit Certification Contractor's Sub List  Required Doc's within 24 hrs Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms  Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Long Form Pre-Q Site Visit Certification Contractor's Sub List	) ) ) ) )
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Address: City/State: Phone: Fax:  Company: Address: City/State: Phone:	1485 Armstrong Ave San Francisco, CA 415-671-1070	Allowance: TOTAL: Alternates:  Base Bid: Allowance: TOTAL:	\$ 568,000.00 \$ 40,000.00 \$ 608,000.00 \$ 75,400.00 dry rot \$20.00 plywd \$5.00 Time Submitted Date Submitted 1:46 PM 6/26/2013 Time Opened Date Opened 2:15 PM 6/26/2013	Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Long Form Pre-Q Site Visit Certification Contractor's Sub List  Required Dac's within 24 hrs Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms  Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Long Form Pre-Q Site Visit Certification Contractor's Sub List  Required Doc's within 24 hrs	X X X X X

Written By:

Read By:

Juanita White

#### DOCUMENT 00 41 13 (FORMERLY DOCUMENT 00140)

# BID FORM

To: Board of Education / Oakland Unified School District ("District" or "Owner")
From: Strocces Boilding Services (Proper Name of Bidder)
The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.
PROJECT: Upper Roof & Mechanical Unit Replacement- Roosevelt Middle School PROJECT NO.: 12111
("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:
Base Bid Amount: \$365,000.00
Contingency Allowance Amount: \$ 40,000.00
Contingency Allowance Amount: \$ 40,000.00  Total Bid Amount: \$ 40,000.00
**Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.  Additive/Deductive Alternates:  Alternate #1
SIXTY FIVE THOUGAND dollars 8 65,000.00
SIXTY FIVE THOUSAND dollars \$ 65,000.00  Dry Rot Repair \$ 7.50  per sq. ft.
Damaged Plywood Substrate S per sq. ft.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

- 1. <u>Unit Price(s)</u>. The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at it's discretion, utilize in valuing additive and/or deductive change orders:
- Allowance(s). The Bidder's Base Bid shall NOT include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Allowance: Allowance to	S(TBD)
NOT USED.	
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- 3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- 4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
- The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- 6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- 7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
- 8. The following documents are attached hereto:
  - The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Site-Visit Certification, if a site visit was required.
  - The Noncollusion Affidavit
- 9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. 1, Dated 5-24-13	No, Dated			
No. 2, Dated 6-7-13	No, Dated			
No, Dated	No, Dated			
No, Dated	No, Dated			
Or check here if <u>no</u> addenda were issued.				

- 10. Bidder acknowledges that the license required for performance of the Work is a 2 139 license.
- 11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
- 12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
- 13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.
- 14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- 15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresec and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- 17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.
Dated this 36 day of Sunc 20.13
Name of Bidder Stronger Building Services
Type of Organization Corporation  Signed by Legue Com
Signed by Reserve Court
Title of Signer President
Address of Bidder 31119 Son Booto St. Hayward, Ca 94544
Taxpayer's Identification No. of Bidder
Telephone Number(510) 487-8363
Fax Number (510) 487-8346
E-mail stronger building a para colleb page
Contractor's License No(s): No.: 95668 Class: 0-39 Expiration Date: 12:31-14
No.: 955618 Class: Expiration Date: 12-31-14
No.: Class: Expiration Date:
If Bidder is a corporation, provide the following:
Name of Corporation: Stronger Building Services
President: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Secretary: \cone Qvila
Treasurer: \(\(\core \O_i\)\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Manager: \coe Ovic

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION PRIME: Shonger Building Services Project: Upper Ros & Mechanical Uni Project #: 12111 Estimate:	ем 45	Bid Opening Date: Some 26, 3013  Time: 3100 pm  Project Mgr: Architect:			
Base Bid Dollar Amount	\$	Note: Please	complete dol	lar amounts for sub/prime	work; local business percentages; base bid
D406,000-	Amount of Work	LBE %	SLB%	SLIRBLYO SLBR%	City of Oakland Certificat
PRIME Company: Stong Bilding	4 ) 64 000				

	Work	LBE %	SI B%	SLBR%	City of Oakland Certification No.
PRIME Company: Stronger Building		LDL 70	OLD /6	GEDIT/0	Oity of Oakland Geruncadon No.
Address: 31101 San Brito St. City/State: Hayward Ca 94544 Phone: 510-487.8363	\$ 405,000				
Company: 0:0:401 Desira Communicata Address: 8138 (Copwall Dr. City/State: OoKlord, Co. 94621 Phone: 510-633-0650	\$33,900		10096	10096	6006
Company: Maxarch Mechanical Address: 3043 Cofficy La. City/State: R.O. VISTO, Co. 94571 Phone: 707-374-4000	\$117,999				
	7 30 20	型数准			
Company:       Syserco ideal fier         Address:       187 40th St.         City/State:       Oakland, Co O4(01)         Phone:       010-498-1171	\$29,499.75	2590			2382
Address: At Day 9065  City/State: Company 9065  Phone: 50 36 - 605	\$39,499.75	2590			7181
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%
APPROVAL- LBU Compliance Officer		50%	10090		Į.

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

LOCAL BUSINESS PARTICIPATION WORKSHEET (TRUCKING) FOR BIDS ONLY						
PRIME: Stronger Building Services Project: Opper Roof & Mechanical Unit Replacement Roo	Bid Opening Date: シッヘ	26,2013				
Project: Opper Pacot & Mechanical Unit Replacement Ros	sevel Millime: 2:00 pm	·				
Project #: \2\\\	Project Mgr:					
Estimate:	Architect:					

Trucking Base Bid			1		
1 1	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
Address: 39 (5 Butto \$ 140 City/State: 50 -482 (57	\$\$20,000	25%			5676
Company: Address: City/State: Phone:	\$				
					The state of the s
Company:  Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$	, Brann			
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

Note: Please complete dollar amounts for sub and prime work; local business percentages; base bid

APPROVAL- LBU Compliance Officer



# City Administrator's Office, Contracts and Compliance Division

# Local Business Enterprise

### Presented to:

# PACE SUPPLY CORPORATION

Services Provided:

423720 Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesa 423730 Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wh

7181	30-May-15
Certification Number	Expiration Date
Shelley Darensburg,	3/2/13.
Semior Contract Compliance Officer	Ďate/

CITY OF OAKLAND

# City Administrator's Office, Contracts and Compliance Division

# Small Local Business Enterprise

## Presented to:

### **DIGITAL DESIGN COMMUNICATIONS**

Services Provided:

238210 Electrical Contractors

6006 30-May-14

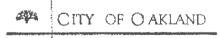
Certification Number Expiration Date

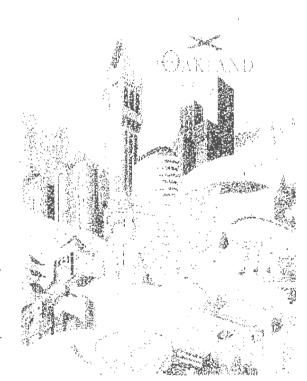
Shallow Darensburg 03-07-13

Shelley Darensburg, Senior Contract Compliance Officer

Date

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### DOCUMENT 00 41 13 (FORMERLY DOCUMENT 00140)

### BID FORM

Board of Education / Oakland Unified School District ("District" or "Owner")						
From: Alcal SPECIAL (Proper Name of Bidder)	TY CONTRACTING, INC.					
The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.						
PROJECT NO.: 12111	Mechanical Unit Replacement–Roosevelt Middle School					
("Project" or "Contract") and will accept in taxes included:	full payment for that Work the following total lump sum amount, all					
Base Bid Amount:	\$372,000 -					
Contingency Allowance Amount:	S 40,000.00					
Total Bid Amount:	s 7/2,000.					
**Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.  Additive/Deductive Alternates:  Alternate #1  Firsty Stury Hovers, for historic, dollars \$ 47,900 - per sq. ft.						
Damaged Plywood Substrate \$						

BID FORM DOCUMENT 00 41 13-1 Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

- 1. <u>Unit Price(s).</u> The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at it's discretion, utilize in valuing additive and/or deductive change orders:
- Allowance(s). The Bidder's Base Bid shall NOT include the following potential Allowance(s). The District
  will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the
  District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical
  structure as a Change Order.

Allowance: Allowance to	\$ (TBD)
NOT USED.	

- 3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- 4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
- 5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- 6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- 7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
- 8. The following documents are attached hereto:
  - The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Site-Visit Certification, if a site visit was required.
  - The Noncollusion Affidavit
- 9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. 1. Dated MAY 24,2013	No, Dated			
No. 2, Dated U-WE 7, 2013	No, Dated			
No, Dated	No, Dated			
No, Dated	No Dated			
Or check here if <u>no</u> addenda were issued.				

- 10. Bidder acknowledges that the license required for performance of the Work is a \_\_\_\_\_\_license.
- 11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
- 12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
- 13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project-related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan)

  Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.
- 14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- 15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- 17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

	ties to the District that all representations, certifications, and statements made by in, are true and correct and are made under penalty of perjury.
Dated this 26th	
	SPECIAITY CONTRACTING, INC.
Type of Organization 200	FING, WATERPROOFING, IN-14-19 INCORPORATED
Signed by	
Title of Signer ?201EC	T MARAGOR
Address of Bidder 42950	056001) ROAD FREHOLT, CA 94539
Taxpayer's Identification No. of I	3idder 68 - 0526024
Telephone Number 5/0 -	623-5256
Fax Number 510 - 47	77 - 9786
E-mail JAIME . ARECO	ANO@AKM.COMWeb page
Contractor's License No(s):	No.: <u>@15386</u> Class: <u>8/C2,</u> Expiration Date: <u>///30/20/4</u> No.: Class: Expiration Date:
	No.: Class: Expiration Date:
	No.: Class: Expiration Date:
If Bidder is a corporation, provid-	the following:
Name of Corporation:	AL SPECIALTY CONTRACTING, INC.
President: DARREN	MORRIS
Secretary: MICHAE	L REICHERT
Treasurer: DERHIN	DER KOONER
Manager: 2ATAEC	LAP12CO

END OF DOCUMENT

#### LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: AICAI SPECIAITY CONTRACTING INC Project: ROOSEVEIT MIDDLESCHOOL

Project #:/2.111

Estimate: 650,000 (30060)

Bid Opening Date: 6-26-2013

Time: 2:00 PM

Project Mgr. KENYA CHATHAN

Architect: ...

Author: pla						
Base Bid Dollar Amount	\$	Note: Please	Note: Please complete dollar amounts for sub/prime work; local business percentages, base bid			
	Total Dollar			Parish Middle Annual Color of a strength of		
	Amount of			λ-γ -γ -γ	*	
Tabasang C.	Work	LEE %	SLB%	SLBR%	City of Oakland Certification No.	
PRIME Company: A KAY SPECIARY CAT. Address: 42950 OSGOCI Pel. City/State: F2EMG-T //A Phone: 510-477-9380	\$154,530.00	٥	0		Met	
Company: Monferey Mehantel Address: 3275 Sca Leander ST City/State: October C14 Phone: 500-623-3173	\$ 169,7000	457	Û.	0	#5430	
			HANN NO	MACHINE HOUSE HOUSE HAVE BEEN AN ACTION TO THE	The properties of the control of the formal properties of the post of the control	
Company: Bps: 720% off Address: 2420 Sabinguese Poss( City/State: 625/1420, CA Phone: 925-755-9505	\$28,770.00	٥	0	0	N/A	
Company: R. M. Weite Cotony, etc. Address: 2,100 Eurorechsero = 203 City/State: Octond, Ca. 9466 Phone: 50 - 535 - 2595	\$ 19,000.50	O	5%	0	# 4034	
Company: Address: City/State: Phone:	\$	The state of the s				
TOTAL PARTICIPATION	\$372,000	45%	51.		50%	

APPROVAL- LBU Compliance Officer

# Department of Contracting and Purchasing, Division of Social Equity

# ILOGAIIBUISINESSI BAITHA POITSE

## Presented to:

#### MONTEREY MECHANICAL CO.

#### Services Provided:

A -- General Engineering Contractor

B — General Building Contractor

C-12 - Earthwork and Paving Contractor

C-16 — Fire Protection Contractor

C-20 - Warm-Air Heating, Ventilation and Air-Conditioning Contractor

C-42 - Sanitation System Contractor

C-43 - Sheet Metal Contractor

5430

31-May-14

Certification Number

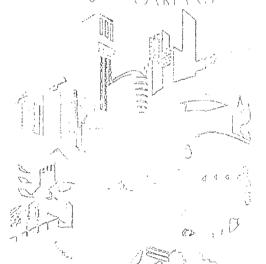
Expiration Date

Shelley Darensburg,

Date

Senior Contract Compliance Officer





# Department of Contracting and Purchasing, Division of Social Equity

# Small Local Brish(es: Thrices, piese

Presented to:

R.M. WAITE COMPANY, LLC

Services Provided:

423320 Brick, Stone, and Related Construction Material Merchant Wholesalers

30-Apr-13

Certification Number

Expiration Date

Shelley Darensburg, Senior Contract Compliance Officer



CITY OF O AKLAND

### DOCUMENT 00 41 13 (FORMERLY DOCUMENT 00140)

### BID FORM

То:	Board of Education / Oakland U	nified School L	vistrict ("District" or "Owner")		
From:	Proper Name of Bidder)	actino	Services		
Instru equip	ctions to Bidders have been read an	d agrees and pr k in accordance	achuding, without limitation, the Notice to Bidders and the oposes to furnish all necessary labor, materials, and with the terms and conditions of the Contract Documents, ations.		
	PROJECT: Upper Roof & Mechanical Unit Replacement—Roosevelt Middle School PROJECT NO.: 12111				
	iect" or "Contract") and will accept included:	in full payment	for that Work the following total lump sum amount, all		
Base	Bid Amount:	S	525, 300.00		
Cont	Contingency Allowance Amount: S 40,000.00				
Tota	l Bid Amount:	S	565, 300.00		
distric		articipation will	be evaluated/calculated after the bid opening by the school		
-	One hundred Fifteen	Thousand	dollars 8 [15,000.00		
1	Ory Rot Repair \$	7.00	per sq. ft.		
I	Damaged Plywood Substrate S	14-00	per sq. ft.		
_					

BID FORM DOCUMENT 00 41 13-1 Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

- 1. <u>Unit Price(s)</u>. The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at it's discretion, utilize in valuing additive and/or deductive change orders:
- 2. Allowance(s). The Bidder's Base Bid shall NOT include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

NOT USED.	Allowance:	Allowance to	\$	(TBD)

- 3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- 4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt. questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
- 5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- 6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- 7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
- 8. The following documents are attached hereto:
  - The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Site-Visit Certification, if a site visit was required.
  - The Noncollusion Affidavit
- 9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. 1 , Dated May 24, 2013	No, Dated
No. 2, Dated June 5,203	No, Dated
No, Dated	No, Dated
No, Dated	No, Dated

- 10. Bidder acknowledges that the license required for performance of the Work is a \_\_\_\_\_\_license.
- 11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
- 12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
- 13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm-Water Pollution Prevention Plan)

  Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water-Board's Construction General Permit.
- 14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- 15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- 17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certiff Bidder, as set forth in this bid form	ies to the District that all represent in are true and correct and are mad	ations, certifications, and statements made by e under penalty of perjury.
Dated this 25t3		
Name of Bidder BEST	CONTRACTING SE	KUILTS
Type of Organization	PORATION	
Signed by		
Title of Signer 9006		
Address of Bidder 4301	BETTENCOURT WAY	VNION CIM, ON 94587
Taxpayer's Identification No. of B	idder 95-3181209	
Telephone Number	· 886.7240	
Fax Number SIO.	306 1337	
E-mail RROBLES Chestre	ontratting Comweb page M	www.bestcontracting-com
Contractor's License No(s):		40 Expiration Date: 5 31 14
	No.: Class:	Expiration Date:
	No.: Class:	Expiration Date:
If Bidder is a corporation, provide	- C	
Name of Corporation:		-/
President: MOSI 7A	BAZADEH	
Secretary: SEAN	TABAZADEH	
C 1		
Treasurer: THEME	AT TABALADEM	

END OF DOCUMENT

### LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Best Contracting Services, Inc Project: Rosseveit M.S. UPPER Roof à Mechanisat Unit Project #: 12111 Estimate: & 450,000.50

Bid Opening Date: June 26, 2013

Time: 02:00 PM
Project Mgr: Kenya Chatman
Architect: Byrans Kim Design WORKS

Base Bid Dollar Amount	\$565,300	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid				
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.	
PRIME Company: BEST CENTRACT NO Address: 4201 Bettercourt Way City/State: Union City CA 94587 Phone: (GIO) 8610-7240	\$					
Company: Syserco Address: 187 40th Street City/State: Oukland, CA 94011 Phone: (510) 498-1171	\$[41000.00	2.875			See attached	
Company: 1) (61 tal Design Communicat Address: &135 Capwell Drive City/State: Uchland, CA 94621 Phone: (510) (632-01650	1845 \$67,000 50	11.96%			COUSTO	
Company: Ceneral Supply Co. Address: 471 87th Ave. City/State: Oukland, cA94631 Phone: (510) 632-5239	\$31,000.00		5.487,		See attached.	
Company: Address: City/State: Phone:	\$					
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%	

APPROVAL-LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

City Administrator's Office, Contracts and Compliance Division

# Small Local Business Enterprise

Pr	00	or	to	d	to	-
	es		пе	L3	10	

# DIGITAL DESIGN COMMUNICATIONS

Services Provided:

238210 Electrical Contractors

6006

30-May-14

Certification Number

Expiration Date

Shellow Darensburg

03-07-13

Shelley Darensburg, Senior Contract Compliance Officer

Date





DO SE COLO COME A CONTRACTO SE A SERVICIO AS CALLEGA E

#### DOCUMENT 00 41 13 FORMERLY DOCUMENT 00140)

#### BID FORM

To:	Board of Education / Oakland Unitied School District ("District" or "Owner")				
From:	Mark Lee and Yong Kay DBA Bay Construction Co. — — — — (Proper Name of Bidder)				
Instructi equipme	ions to Bidders have been read and	Documents including, without limitation, the Notice to Bidders and the agrees and proposes to turnish all necessary labor, materials, and in accordance with the terms and conditions of the Contract Documents, s and Specifications.			
	PROJECT: Upper Roof & N PROJECT NO.: 12111	Mechanical Unit Replacement– Roosevelt Middle School			
("Projec taxes inc	et" or "Contract") and will accept in cluded:	n full payment for that Work the following total lump sum amount, all			
Base B	id Amount:	s 532,000			
Conting	gency Allowance Amount:	<u>\$</u> 40,000.00			
Total B	id Amount:	s 572,000			
Alte	id discounts for local business part litive/Deductive Alternates: ernate #1 SEVENTY ONE THOU Rot Repair \$ 7, 55 maged Plywood Substrate \$ 5	per sq. ft.			

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

- 1. <u>Unit Price(s).</u> The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at it's discretion, utilize in valuing additive and/or deductive change orders:
- 2. <u>Allowance(s)</u>. The Bidder's Base Bid shall <u>NOT</u> include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

NOT USED.	Allowance: Allowance to	\$ (TBD)

- 3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- 4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
- 5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- 6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- 7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
- 8. The following documents are attached hereto:
  - The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Site-Visit Certification, if a site visit was required.
  - The Noncollusion Affidavit
- 9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. 1 , Dated May 24, 2013	No, Dated			
No. 2 , Dated June 7, 2013	No, Dated			
No, Dated	No, Dated			
No, Dated	No, Dated			
Or check here if <u>no</u> addenda were issued.				

- 10. Bidder acknowledges that the license required for performance of the Work is a Boak C39 license.
- 11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
- 12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
- 13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan)
  Practitioner ("QSP") and that the Bidder is certified to be the District's QSP; as required by the current California State Water Board's Construction General Permit.
- 14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- 15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- 17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certific Bidder, as set forth in this bid form					ments made by
Dated this 26th	_ day of	June		2013	
Name of Bidder Bay Con					
Type of Organization C Signed by Signer Presid	ORPORATION				
Signed by					····
Title of Signer Presid	ent				
Address of Bidder 4026 Ma	rtin Luthe	r King Jr	. Way, Oal	kland,	CA 94609
Taxpayer's Identification No. of Bi	dder 94-31	02890			
Telephone Number (510)	658-7225	***************************************			
Fax Number (510)	658-4890				
E-mail yongkay@yahoo	.COM	Web pagew	ww.baycon	structi	Lonco.com
Contractor's License No(s):	No.: 593411	Class: A, B, C	2 Expiration Dat	e:5/31/2	2014
	No.:	_ Class:	Expiration Dat	e:	
	No.:	_ Class:	Expiration Dat	c:	
If Bidder is a corporation, provide	the following:				
Name of Corporation: Mark L	ee and Yon	g Kay DBA	Bay Const	ructic	on Co.
President: Yong Kay					
Secretary: HELEN KAY					
Treasurer: RICK CAMAC	40				
Manager:				Manufacture	

END OF DOCUMENT

BAY CONSTRUCTION COMPANY
ROOSEVELT MS MECHANICAL & ROOFING PRIME:

Bid Opening Date: Time:

6/26/2013 ZPM

Project: 12111 Project #: Estimate:

\$450.000

Project Mgr: Architect:

KENYA CHATMAN BYREUS KIM DESIGN

Estimate: 3,430,000		Manuect RAMM Design			
Base Bid Dollar Amount		Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			work; local business percentages; base bid
	Total Dollar	,			
	Amount of				
	Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: BAY CONSTRUCTION Address: 4026 MLK JR. WAY City/State: OAKLAND CA 94609 Phone: (570)658 - 7225	\$353,000		62%		#2170
Company: MONTEREY MECHANICAL Address: 6275 SAN LIEANDRO ST. City/State: OAKLAND CA 9462   Phone: (510) 632 - 3173	\$ 147, 000	26%			± 5430
		AND THE			
Company: DIGITAL DESIGN COMM, Address: 8135 CAPWELL DRIVE City/State: OAKLAND, CA 9462   Phone: (570) 632-0650	\$ 33,800		6 %		# 6006
Company: BAYVIEW GNURONMENTAL Address: 6925 SAN LEANDRO ST, City/State: OAKLAND, CA 94621 Phone: (JO) 562-618	\$ 5,000	0%			# 6077
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$538,800	26%	68 %	0.0%	94. %

APPROVAL-LBU Compliance Officer

# DOCUMENT 00 41 13 (FORMERLY DOCUMENT 00140)

### BID FORM

West Bay Builders Inc.  (Proper Name of Bidder)  The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.  PROJECT: Upper Roof & Mechanical Unit Replacement—Roosevelt Middle School PROJECT NO.: 12111  ("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:  Base Bid Amount: \$ \$40,000.00  Total Bid Amount: \$ \$877,000.00  **Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.  Additive/Deductive Alternates:  Alternate #1	To:	Board of Education / Oakland Unit	fied School District ("District" or "Owner")			
(Proper Name of Bidder)  The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.  PROJECT: Upper Roof & Mechanical Unit Replacement—Roosevelt Middle School PROJECT NO.: 12111  ("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:  Base Bid Amount:  \$ 547,000 cb  Contingency Allowance Amount:  \$ 40,000.00  **Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.  Additive/Deductive Alternates:  Alternate #1  Fifty Six Hausand dollars \$ \$5(c,000 col)	From	West Bay Builders Inc.				
Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.  PROJECT: Upper Roof & Mechanical Unit Replacement-Roosevelt Middle School PROJECT NO.: 12111  ("Project" or "Contract") and will accept in full payment for that Work the following total hump sum amount, all taxes included:  Base Bid Amount: \$ 547,000.cb  Contingency Allowance Amount: \$ 40,000.00  **Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.  Additive/Deductive Alternates:  Alternate #1  Laborated Additive Alternates:  Alternate #1	1101111					
PROJECT NO.: 12111  ("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:  Base Bid Amount:  \$ \$47,000.co  Contingency Allowance Amount:  \$ \$40,000.00  Total Bid Amount:  \$ \$587,000.co  **Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.  Additive/Deductive Alternates:  Alternate #1	Instruct equipm	tions to Bidders have been read and a cent to perform and furnish all work	agrees and proposes to furnish all necessary labor, materials, and in accordance with the terms and conditions of the Contract Documents,			
Base Bid Amount:  \$ 547,000.cb  Contingency Allowance Amount:  \$ 40,000.00  Total Bid Amount:  \$ 587,000.co  **Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.  Additive/Deductive Alternates:  Alternate #1		* 1	Acchanical Unit Replacement Roosevelt Middle School			
Contingency Allowance Amount: \$\frac{40,000.00}{5.587,000.00}\$  **Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.  Additive/Deductive Alternates:  Alternate #1     Fifty Six Hausand   dollars   \$\frac{50,000}{5.00} \]  dollars   \$\frac{50,000}{5.00} \]			full payment for that Work the following total lump sum amount, all			
**Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.  Additive/Deductive Alternates:  Alternate #1  Alternate #1  Alternate #1  Alternate #1	Base I	Bid Amount:	\$ 547,000.cb			
**Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.  Additive/Deductive Alternates:  Alternate #1  Alternate #1  Alternate #1	Conti	ngency Allowance Amount:				
Additive/Deductive Alternates:  Alternate #1  Arfty Six thousand dollars \$ 56,000,00	Total					
Damaged Plywood Substrate \$ 7 per sq. ft.	Al Al D	dditive/Deductive Alternates:  Iternate #1  If J. Six Hausand  Ty Rot Repair \$	dollars \$ .5(0,000,000)			
	Ĺ					

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

- 1. <u>Unit Price(s).</u> The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at it's discretion, utilize in valuing additive and/or deductive change orders:
- 2. Allowance(s). The Bidder's Base Bid shall NOT include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Allowance: Allowance to	\$(TBD)
NOT USED.	

- 3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- 4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
- The undersigned agrees to commence work under this Contract on the date established in the Contract Decuments and to complete all work within the time specified in the Contract Documents.
- 6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- It is understood that the District reserves the right to reject this bid and that the bid shall remain open to
  acceptance and is irrevocable for a period of ninety (90) days.
- 8. The following documents are attached hereto:
  - XThe Bid Bond on the District's form or other security
  - XThe Designated Subcontractors List
  - XThe Site-Visit Certification, if a site visit was required.
  - XThe Noncollusion Affidavit
- 9. Receipt and acceptance of the following addenda is hereby acknowledged:

No.OneDated May 24, 2013	No.Two <sub>Dated</sub> June 7, 2013				
No, Dated	No, Dated				
No, Dated	No, Dated				
No, Dated	No, Dated				
Or check here if <u>no</u> addenda were issued.					

- 10. Bidder acknowledges that the license required for performance of the Work is a B license.
- 11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
- 12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
- 13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.
- 14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- 15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresec and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- 17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Roosevelt Middle School

Upper Roof & Mechanical Unit Replacement Project No. 12111 June 5, 2013

Bidder, as set forth in this bid form	es to the District that all representations, certification, are true and correct and are made under penalty of	permy.	e by
Dated this 26th	_day of _ June :	20 13	
Name of Bidder West Bay I	Builders Inc.		•
Type of Organization Corpora	etion	-	
Signed by Joe Has			
Title of Signer VICE Presid	ent		
Address of Bidder 250 Bel 1	Marin Keys Blvd., Building A, No	vato, CA 94	949
Taxpayer's Identification No. of B	idder 68-0250401		
	6.8972		
Fax Number 415.45	9.0665		
E-mail joeh@westbaybu	uilders.com Web page www.westba	aybuilders.com	Ω
Contractor's License No(s):	No.: 626859 Class; A Expiration D	ate: <u>8-31-</u> 2013	
	No.: 626859 Class: B Expiration D	ate: <u>8-31-</u> 2013	
	No.: 626859 Class: C-17 Expiration D	ate: 8-31-2013	
If Bidder is a corporation, provid-			
	Bay Builders Inc.		
	on		-
	on		_
	on		-
MARKER Joe Hass, Vic	e President		-

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET
PRIME: West Bay Builders Inc.
Project Roosevelt MS Upper Roof & Mechanical Unit Replacement

Project #: 12111 Estimate: \$450,000.00

Bid Opening Date: June 26, 2013 Time: 2:00 PM

Project Mgr: Kenya Chatman Architect: Byrens Kim Design Works

Base Bid Dollar Amount	\$ 587,000.00	0.00 Note: Please complete dollar amounts for sub/prime work; tocal business percentages; base bid				
	Total Dollar					
·	Amount of			·		
	Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.	
PRIME Company: Digital Design Comm			F 700/		6006	
Address: 8135 Capwell Dr.	\$33,800.00		5.76%		3000	
City/State: Oakland, CA 94621						
Phone: 510-632-0650		AND THE TOTAL TOTAL	Pro-Charles to C	(Action as point of the Control of t		
Company: Monterey Mechanical Address: 82/5 San Leandro St.	1 1 62 700 00	27.71%			F/20	
	\$ 162,700.00	2/1/2/0			5430	
Oty/State: Oakland, CA Phone: 510-632-3173	-					
Priorite: 510 052 5175		115210 22572				
Committee Ashastas Mamb (Stoll)						
Company: Asbestos Mamt. Group Address: 3438 Helen St.	\$34,000.00		5.79%		4	
City/State: Oakland, CA			317 5 70			
Phone: 510-654-8441					6331	
Company:						
Address:	\$					
City/State:						
Phone:						
Company:	1.					
Address:	<u> 1</u> \$					
City/State:	-					
Phone:						
TOTAL PARTICIPATION		27.71%	11.55%			

APPROVAL-LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

# POSITION SOUTH SOUTH SOUTH SOUTH

Local Business Enterp

DIGITAL DESIGN COMMUNICATIONS 238210 Electrical Contractors Services Provided:

03-07-13 Date OF O AKLAND Shelley Darensburg, Senior Contract Compliance Officer Darenstrung Shallary

Expiration Date

Certification Number

9009

30-May-14

Presented to:

### **DOCUMENT 00 43 36** (FORMERLY DOCUMENT 00160)

# DESIGNATED SUBCONTRACTORS LIST

# TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Upper Rook & Machanical Unit Replacement (Project Name)
PROJECT NO .: 13111 BIDDER'S NAME Stronger Building Services
THE SHOW TO SERVICES
Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work
that short with perform it the Contract is awarned to the Bidder Bidder acknowledges and assessed to the board
Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in
excess of one-half of one percent (1/2 of 1%) of Ridder's total Rid and that as to any World that Distance it is
Diddot agrees to perform that portion itself of de subjected to density under applicable law. If alternate but a
To the Didder intends to ase superplications different from or in addition to those subsent at the second of the s
the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
-
In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform.
Vendors or suppliers of materials only do not need to be listed.
remains of suppliers of materials only do not need to be fisted.
If further space is required for the list of proposed subcontractors, additional sheets showing the required information,
materior below, shall be attached hereto and made a part of this document.
Subcontractor Name: American Eagle Environmental Location: Modasto
Portion of Work: Asbestos & Lead Abatement
Subcontractor Name: Degra Design Commiscolin Location: Oakland
Portion of Work: Electrical
Subcontractor Name: Monarch Mechanical Location: Rio Visa
Portion of Work: HVAC/Medpanica
Subcontractor Name:Location:
Portion of Work:
Subcontractor Name:Location:
Portion of Work:
Subcontractor Name:Location:
Partian of Works

OAKLAND UNIFIED SCHOOL DISTRICT Roosevelt Middle School Upper Roof & Mechanical Unit Replacement Project No. 12111 May 7, 2013

DESIGNATED SUBCONTRACTORS LIST **DOCUMENT 00 43 36-1** 

Subcontractor Name:	Location:
Portion of Work:	,
Subcontractor Name:	Location:
Portion of Work:	
Subcontractor Name:	Location:
Portion of Work:	
Subcontractor Name:	Location:
Portion of Work:	
Subcontractor Name:	Location:
Portion of Work:	
Subcontractor Name:	Location:
	. ,
	Location:
	Location:
	Location:
	Location:
	10- 26 2013
	ope Building Services
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	) de of

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT Roosevelt Middle School Upper Roof & Mechanical Unit Replacement Project No. 12111 May 7, 2013 DESIGNATED SUBCONTRACTORS LIST DOCUMENT 00 43 36-2

PRIME: Stronger Building Services

Project: Roosevelt MS Upper Roof HV Unit Replacement Re-Bid

Project #:12111 Estimate: \$450,000 Date: Wednesday, June 26, 2013

Time: 2:15 pm

Project Mgr: Kenya Chatman Architect: Byrens Kim Design Works

Based Bid

\$ 365,000.00

Verified Local Business Participation

3.00%

\$

10,950.00

Based Bid W/ LBP Discount

\$ 354,050.00

	LBE	SLB	SLBR	COMMENTS:
Company: Stronger Building Services Address: 31119 San Benito Road City: Hayward, CA Phone:(510) 487-8363				1 2 3 4
Company: Digital Design Communications Address: 8135 Capwell Drive City/State: Oakland, CA Phone: (510) 632-0650			9.26%	1 2 3 4
Company: Syserco Address: 187 40th Street City/State: Oakland, CA Phone: (510) 498-1171	8.08%			1 2 3 4
Company: Pace Supply Address: 425 Market Street City/State: Oakland, CA Phone: (510) 318-6900	8.08%			1 2 3 4
Company:Marshall Plumbing Address: 3915 Randolph Avenue City/State: Oakland, CA Phone: (510) 482-1501		5.48%		1 2 3 4

TOTAL PARTICIPATION	16.16%	5.48%	9,26%

30.90%

PRIME: Alcal Specialty Contracting, Inc.

Project: Roosevelt MS Upper Roof HV Unit Replacement Re-Bid

Project #:12111 Estimate: \$450,000 Date: Wednesday, June 26, 2013

Time: 2:15 pm

Project Mgr: Kenya Chatman Architect: Byrens Kim Design Works

Based Bid

\$ 372,000.00

Verified Local Business Participation

0.0%

Based Bid W/ LBP Discount

\$ 372,000.00 NON-RESPONSIVE

	LBE	SLB	SLBR	COMMENTS:	
Company: Alcal Specialty Contracting, Inc.				1	
Address: 42950 Osgood Road				2	
City/State: Fremont, CA				3	
Phone:(510) 623-5256				4	
Company: Monterey Mechanical				1	
Address: 3275 San Leandro Street				2	
City/State: Oakland, CA	45.62%			3	
Phone: (510) 523-3173				4	
Company: R.M. Waite Company, LLC	·			1 Certification Expired	
Address: 2100 Embarcadero #203				2	
City/State: Oakland, CA		5.11%		3	
Phone: (510) 535-2585				4	

TOTAL PARTICIPATION	45.62%	5.11%	0.00%

50.73%

PRIME: Best Contracting Services

Project: Roosevelt MS Upper Roof HV Unit Replacement Re-Bid

Project #:12111 Estimate: \$450,000 Date: Wednesday, June 26, 2013

Time: 2:15 pm

Project Mgr: Kenya Chatman Architect: Byrens Kim Design Works

Based Bid \$ 525,300.00

Verified Local Business Participation 2.0% \$ 10,506.00

Based Bid W/ LBP Discount \$ 514,794.00

	LBE	SLB	SLBR	COMMENTS:	
Company: Best Contracting Services				1	
Address: 4301 Betterncourt Way				2	
City/State: Union City, CA				3	
Phone:(510) 886-7240				4	
Company: Digital Design Communications				1	
Address: 8135 Capwell Drive				2	
City/State: Oakland, CA			12.87%	3	
Phone: (510) 632-0650				4	
Company: Syserco				1	
Address: 187 40th Street				2	
City/State: Oakland, CA	3.05%			3	
Phone: (510) 498-1171			_	4	
Company: General Supply Co.				1	
Address: 971 87th Avenue				2	
City/State: Oakland, CA		5.90%		3	
Phone: (510) 632-5229	1			4	

TOTAL PARTICIPATION	3.05%	5.90%	12.87%

21.82%

PRIME: Bay Construction

Project: Roosevelt MS Upper Roof HV Unit Replacement Re-Bid

Project #:12111 Estimate: \$450,000 Date: Wednesday, June 26, 2013

Time: 2:15 pm

Project Mgr: Kenya Chatman Architect: Byrens Kim Design Works

Based Bid \$ 532,000.00

Verified Local Business Participation 3.0% \$ 15,960.00

Based Bid W/ LBP Discount \$ 516,040.00

	LBE	SLB	SLBR	COMMENTS:
Company: Bay Construction				1
Address: 4026 MLK Jr. Way City/State: Oakland, CA		61.71%		2
Phone: (510) 658-7225		01.7170		4
Company: Monterey Mechanical				1
Address: 3275 San Leandro Street				2
City/State: Oakland, CA	26.70%		1	3
Phone: (510) 523-3173				4
Company: Digital Design Communications Address: 8135 Capwell Drive				1 2
City/State: Oakland, CA			5.91%	3
Phone: (510) 632-0650			0.5176	4
Company: Bayview Environmental				1
Address: 6925 San Leandro Street				2
City/State: Oakland, CA	0.87%			3
Phone: (510) 562-6181				4
			- A.V.	

TOTAL PARTICIPATION	27.57%	61.71%	5.91%

95.19%

PRIME: West Bay Builders

Project: Roosevelt MS Upper Roof HV Unit Replacement Re-Bid

Project #:12111 Estimate: \$450,000 Date: Wednesday, June 26, 2013

Time: 2:15 pm

Project Mgr: Kenya Chatman Architect: Byrens Kim Design Works

Based Bid

\$ 547,000.00

Verified Local Business Participation

3.0%

16,410.00

Based Bid W/ LBP Discount

\$ 530,590.00

	LBE	SLB	SLBR	COMMENTS:
Company: West Bay Builders				1
Address: 250 Bel Marin Keys Blvd., Bldg. A	1			2
City/State: Novato, CA	i			3
Phone:(415) 456-8972				4
Company: Monterey Mechanical				1
Address: 3275 San Leandro Street				2
City/State: Oakland, CA	29.74%			3
Phone: (510) 523-3173				4
Company: Digital Design Communications				1
Address: 8135 Capwell Drive				2
City/State: Oakland, CA			6.18%	3
Phone: (510) 632-0650				4
Company: Asbesto Management Group	· · · · · · · · · · · · · · · · · · ·			1
Address: 3438 Helen St.				2
City/State: Oakland, CA		6.22%		3
Phone: (510) 654-8441				4

The state of the s			
TOTAL PARTICIPATION	29.74%	1	6.18%

42.14%

# **AWARD OF BID CONTRACT ROUTING FORM**

	W			Project Information	1			
Pro Nan		Roosevelt Replaceme	Upper Roofing ar ent		Site Roosevelt Middle School			
				<b>Basic Directions</b>				
				ntract is fully approve				
				ncluding certificates and ertification, unless vend			t is ove	er \$15,000
				Contractor Informati	on			
Cont	tractor Name	Stronger E	Building Services	Agency's C	ontact	Irene Avila		
	D Vendor ID #			Title		Project Manager		
Stre	et Address	31119 Sai	n Bonita	City	Hay	ward Stat	e (	CA Zip 94544
ele	phone	510-487-8	363	Policy Expir	es			
Con	tractor History	Previous	sly been an OUSD co	entractor? X Yes  No	V	Vorked as an OUS	) emp	loyee? 🗌 Yes X No
)US	SD Project #	12111 (PF	R1214)					
			gua.	Term				
				5	Y'11 P			
Da	te Work Will	Begin	8-14-2013	Date Work V (not more than			11-1	1-213
				Compensation			, -	
					4 M-4	E. F.	<b>C47</b>	0.000.00
_	tal Contract A		\$	Total Contra		- 10 - C - C - C - C - C - C - C - C - C -	-	0,000.00
	y Rate Per H		\$			nged Amount	\$	
Ot	her Expenses	8		Requisition N Budget Informatio				
	If you are plar	nning to multi-fu	nd a contract using LEF	funds, please contact the		nd Federal Office <u>bef</u>	ore con	npleting requisition.
R	esource #	Fundi	ng Source	Org Key		Object C	ode	Amount
	1414	Deferred	Maintenance	212900080	5	6200	)	\$470,000.00
			Approval and	Routing (in order of	annrov	al stens)		
				oved and a Purchase Ord			ument a	affirms that to your
	Division Head			Phon	е	510-535-7038	Fax	510-535-7082
	Director, Facil	lities					1	
1.						ate Approved	11	7 17
	Signature					ate Approved	110	
	General Coun	sel, Departmer	nt of Facilities Plannin	g and Management	T			1
2.	Signature	1	Mu		D	ate Approved	7.	23-13
	Associate Sup	perintendent, F	acilities Planning and	Management			(	
3.	Signature		191			Date Approved		
	President, Bo	ard of Education	on V					
4.	Signature				Г	Date Approved		