





Board Office Use: Legislative 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.



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:

Contractor:	Location	Bid Amount
Stronger Building Services	Hayward, CA	\$470,000.00
ALCAL Specialty	Fremont, CA	\$459,000.00
Best Contracting Services	Union City, CA	\$680,000.00
Bay Construction	Oakland, CA	\$643,000.00
West Bay Builders	Novato, CA	\$643,000.00

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
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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:

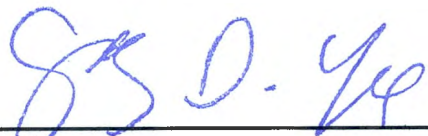
AYES: Jody London, Anne Campbell Washington, James Harris,
Roseann Torres, Christopher Dobbins, Vice President
Jumoke Hinton Hodge, President David Kakishiba

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 Yee
Secretary, Board of Education

File ID Number: 13-1695
Introduction Date: 8/14/13
Enactment Number: 13-1568
Enactment Date: 8/14/13
By: [Signature]

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 18th day of July, 2013, by and between the Oakland Unified School District ("District" or "Owner") and Stronger Building Services ("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.

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>


Susie Butler-Berkley
Contract Analyst

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: _____, 20

Dated: July 19, 2013

OAKLAND UNIFIED SCHOOL DISTRICT

Stronger Building Services **CONTRACTOR**

By: _____

By: [Signature]

Print Name: David Kakashiba

Print Name: Isene Ovila

Print Title: President, Board of Education

Print Title: President

By: _____

Print Name: Gary Yee, Ed.D.

Print Title: Secretary, Board of Education

By: [Signature]

Print Name: Timothy E. White

Print Title: Associate Superintendent
Facilities, Planning and Management

Approved as to Form:

By: [Signature]

Print Name: Catherine Boskoff

Print Title: Special Facilities Counsel

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, 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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Alameda

On 3/20/12

Date

before me, Noel Cailer - Public Notary

Here Insert Name and Title of the Officer

personally appeared Irene Avila

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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, ("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 perform the following project:
Roosevelt Middle School Upper Roof & Mechanical Unit Replacement
Project No. 12111 (Project Name)
("Project" or "Contract")

which Contract dated July 12, 2013, 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, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and Westchester Fire Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of Four hundred seventy thousand and no/100ths DOLLARS (\$470,000.00, lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- 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 warranties 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 Fire Insurance Company
455 Market Street, Suite 500
San Francisco, CA 94105

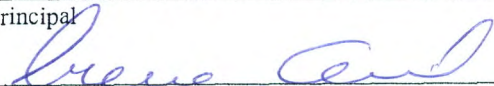
Attention: Eric Altman


Telephone No.: (415) 547 - 4513

Fax No.: (206) 664 - 7757

E-mail Address: Eric.Altman@ACEGroup.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 15th day of July, 20 13.

Stronger Building Services
Principal

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
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 Marin)

On July 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.

Signature *K. Holte* (Seal)



Bond Executed in Duplicate.

Bond No. K08925185

Premium: Included

DOCUMENT 00 61 15
(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.

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.

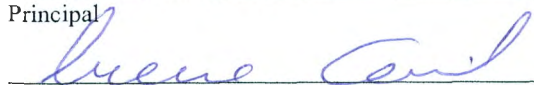
OAKLAND UNIFIED SCHOOL DISTRICT
Roosevelt Middle School
Upper Roof & Mechancial Unit Replacement
Project No. 12111
May 7, 2013

PAYMENT BOND
DOCUMENT 00 61 15 -1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 15th day of July, 2013.


Stronger Building Services

Principal


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

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

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

PAYMENT BOND
DOCUMENT 00 61 15 -2

ACKNOWLEDGMENT

State of California
County of Marin)

On July 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.

Signature *K. Holte* (Seal)



Power of Attorney

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"):

- (1) 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 otherwise.
- (2) 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 person's written appointment as such attorney-in-fact.
- (3) 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 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 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.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is 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.
- (5) 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 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 Hoffmann, 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



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 3 day of October, A.D. 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.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Karen E. Brandt
Notary Public

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 15 day of July 2013.



William L. Kelly
William L. Kelly, Assistant Secretary

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



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 Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: Valerie Porter-Browne	
	PHONE (A/C No. Ext): 415-391-2141	FAX (A/C No.): 415-989-9923
E-MAIL ADDRESS: vporter-browne@wsandco.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Landmark American Insurance Company		33138
INSURER B: Wesco Insurance Company		25011
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED STROBUI-01

Stronger Building Services
31119 San Benito St.
Hayward CA 94544

COVERAGES CERTIFICATE NUMBER: 1650113791 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	LHA138779	3/23/2013	3/23/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	WPA103036401	3/23/2013	3/23/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 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.

CERTIFICATE HOLDER Oakland Unified School District Facilities Planning and Management 955 High Street Oakland CA 94601	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 <i>Valerie Porter-Browne</i>
---	--

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 :

RSG 15017 1207
(1185)

Includes copyrighted material of Insurance Services Office, Inc. 1984
with its permission

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.

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 Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: Valerie Porter-Browne	
	PHONE (A/C, No. Ext): 415-391-2141	FAX (A/C, No.): 415-989-9923
E-MAIL ADDRESS: vporter-browne@wsandco.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: State Compensation Insurance Fund o		35076
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED STROBUI-01
 Stronger Building Services
 31119 San Benito St.
 Hayward CA 94544

COVERAGES **CERTIFICATE NUMBER:** 1862876031 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	906292713	6/28/2013	6/28/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$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 Oakland Unified School District Facilities Planning and Management 955 High Street Oakland CA 94601	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 <i>Valerie Porter-Browne</i>



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.

AGENCY Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	PHONE (A/C, No. Ext): 415-391-2141	COMPANY AGCS Marine Insurance Company P.O. Box 2564 Carol Stream IL 60132-2564
FAX (A/C, No.): 415-989-9923	E-MAIL ADDRESS: vporter-browne@wsandco.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: STROBUI-01	INSURED Stronger Building Services 31119 San Benito St. Hayward CA 94544	LOAN NUMBER
		POLICY NUMBER MXI93051997
	EFFECTIVE DATE 7/16/2013	EXPIRATION DATE 9/16/2013
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
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

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builder's Risk	\$470,000	\$5,000
Project Limit	\$50,000	\$5,000
Property In Transit	\$50,000	\$5,000
Property at Off-Site Locations	\$23,500	5%
Earthquake	\$470,000	\$25,000
Flood		

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

NAME AND ADDRESS Oakland Unified School District Facilities Planning and Management 955 High Street Oakland CA 94601	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
LOAN #			
AUTHORIZED REPRESENTATIVE <i>Valerie Porter-Browne</i>			

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, ("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 perform the following project:
Roosevelt Middle School Upper Roof & Mechanical Unit Replacement
Project No. 12111 (Project Name)
("Project" or "Contract")

which Contract dated July 12, 2013, 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, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and Westchester Fire Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of Four hundred seventy thousand and no/100ths DOLLARS (\$470,000.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- 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 warranties 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 Fire Insurance Company
455 Market Street, Suite 500
San Francisco, CA 94105

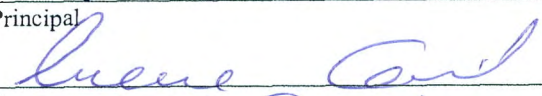
Attention: Eric Altman


Telephone No.: (415) 547 - 4513

Fax No.: (206) 664 - 7757

E-mail Address: Eric.Altman@ACEGroup.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 15th day of July, 20 13.

Stronger Building Services
Principal

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
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 Marin)

On July 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.

Signature *K. Holte*

(Seal)



Bond Executed in Duplicate.

Bond No. K08925185

Premium: Included

DOCUMENT 00 61 15
(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.

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.

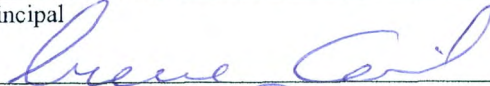
OAKLAND UNIFIED SCHOOL DISTRICT
Roosevelt Middle School
Upper Roof & Mechancial Unit Replacement
Project No. 12111
May 7, 2013

PAYMENT BOND
DOCUMENT 00 61 15 -1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 15th day of July, 2013.


Stronger Building Services

Principal


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

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

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

PAYMENT BOND
DOCUMENT 00 61 15 -2

ACKNOWLEDGMENT

State of California
County of Marin)

On July 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.

Signature *K. Holt* (Seal)



Power of Attorney

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"):

- (1) 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 otherwise.
- (2) 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.
- (3) 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 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 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.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is 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.
- (5) 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 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 Hofemann, 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



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

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.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 28, 2014

Karen E. Brandt
Notary Public

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 15 day of July 2013



William L. Kelly
William L. Kelly, Assistant Secretary

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

Super Safety® ANTI-FRAUD PROTECTION
FORM NO. 8800S



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

COVERAGES

CERTIFICATE NUMBER: 1650113791

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC	Y	Y	LHA136779	3/23/2013	3/23/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	WPA103036401	3/23/2013	3/23/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 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.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Facilities Planning and Management 955 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Valerie Porter-Browne</i>
--	---

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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 :

RSG 15017 1207
(1185)

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with its permission

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.

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 Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: Valerie Porter-Browne	
	PHONE (A/C No. Ext): 415-391-2141	FAX (A/C No.): 415-989-9923
E-MAIL: vporter-browne@wsandco.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: State Compensation Insurance Fund o		35076
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED STROBUI-01
 Stronger Building Services
 31119 San Benito St.
 Hayward CA 94544

COVERAGES

CERTIFICATE NUMBER: 1862876031

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	906292713	6/28/2013	6/28/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$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**

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

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 Porter-Browne

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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.

AGENCY Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	PHONE (A/C No. Ext): 415-391-2141	COMPANY AGCS Marine Insurance Company P.O. Box 2564 Carol Stream IL 60132-2564
FAX (A/C No.): 415-989-9923	E-MAIL ADDRESS: vporter-browne@wsandco.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: STROBUI-01		
INSURED Stronger Building Services 31119 San Benito St. Hayward CA 94544	LOAN NUMBER	POLICY NUMBER MXI93051997
	EFFECTIVE DATE 7/16/2013	EXPIRATION DATE 9/16/2013
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
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

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builder's Risk	\$470,000	\$5,000
Project Limit	\$50,000	\$5,000
Property In Transit	\$50,000	\$5,000
Property at Off-Site Locations	\$23,500	5%
Earthquake	\$470,000	\$25,000
Flood		

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

NAME AND ADDRESS Oakland Unified School District Facilities Planning and Management 955 High Street Oakland CA 94601	<input type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE <i>Valerio Porter-Browne</i>		

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.htm> for 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.

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

This is not a request for dispatch of apprentices.

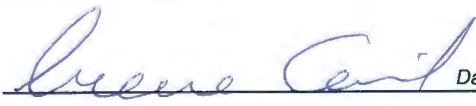
Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the Bay Area Counties Roofing/Waterproofing Joint App. Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature  Date 7/19/13
Typed Name Irene Avila
Title President

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**

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. Hayward, Ca 94544		955618		
		CONTRACT OR PROJECT NUMBER		
		12111		
NAME AND ADDRESS OF PUBLIC AGENCY AWARDDING CONTRACT		JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.		
Oakland Unified School District 955 High St. Oakland, Ca 94601		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 WORK PERFORMED IN	ALL HOURS	CONTRIBUTION RATE PER HOUR	AMOUNT
Roofers				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
			TOTAL	\$ 0.00
IF APPRENTICES WERE EMPLOYED, PLEASE LIST THE APPRENTICESHIP PROGRAM AND NUMBER OF APPRENTICE HOURS WORKED				
TYPE OR PRINT YOUR NAME AND TITLE			DATE	
Irene Avila - President			7/19/2013	
EMAIL			AREA CODE & TELEPHONE NUMBER	
strongerbuilding@yahoo.com			510-487-8363	

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 :

RSG 15017 1207
(1185)

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with its permission

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.

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 Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: Valerie Porter-Browne	
	PHONE (A/C, No, Ext): 415-391-2141	FAX (A/C, No): 415-989-9923
E-MAIL ADDRESS: vporter-browne @wsandco.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: State Compensation Insurance Fund o		35076
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Stronger Building Services 31119 San Benito St. Hayward CA 94544	CERTIFICATE NUMBER: 1862876031
--	---------------------------------------

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	906292713	6/28/2013	6/28/2014	X WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$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 Oakland Unified School District Facilities Planning and Management 955 High Street Oakland CA 94601	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 <i>Valerie Porter-Browne</i>
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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.

AGENCY Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	PHONE (A/C, No, Ext): 415-391-2141	COMPANY AGCS Marine Insurance Company P.O. Box 2564 Carol Stream IL 60132-2564
FAX (A/C, No): 415-989-9923	E-MAIL ADDRESS: vporter-browne@wsandco.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: STROBUI-01	INSURED Stronger Building Services 31119 San Benito St. Hayward CA 94544	LOAN NUMBER
		POLICY NUMBER MXI93051997
	EFFECTIVE DATE 7/16/2013	EXPIRATION DATE 9/16/2013
	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>	
	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

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builder's Risk		
Project Limit	\$470,000	\$5,000
Property In Transit	\$50,000	\$5,000
Property at Off-Site Locations	\$50,000	\$5,000
Earthquake	\$23,500	5%
Flood	\$470,000	\$25,000

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

NAME AND ADDRESS Oakland Unified School District Facilities Planning and Management 955 High Street Oakland CA 94601	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>Valerio Porter-Browne</i>			

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Re-Bid Roosevelt Middle School
 Project: Upper Roof HV Unit Replacement
 Project #: 12111
 Estimate: \$450,000

Date: Wednesday, June 26, 2013
 Time: 2:15 PM
 Project Mgr: Kenya Chatman
 Architect: Byrens Kim Design Works

Signature of Witness to Bid

Signature of Bid Opener

Company:	Stronger Building Services	Base Bid:	\$365,000.00	Required Day of Bid:	
Address:	31119 San Benito St	Allowance:	\$ 40,000.00	Signed Bid Form	X
City/State:	Hayward, CA	TOTAL:	\$ 405,000.00	Addendum Acknow.	X
Phone:	510-487-8363	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
				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
				DVBE Forms	X
Company:	ALCAL Speciality	Base Bid:	\$372,000.00	Required Day of Bid:	
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
				DVBE Forms	X
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:	San Francisco, CA	TOTAL:	\$484,964.00	Addendum Acknow.	X
Phone:	415-575-3700	Alternates:	\$57,454.00	Bid Bond	X
Fax:	415-575-1470		dry rot \$12.75 plywd \$12.75	Non-Collusion	X
				Long Form Pre-Q	X
		Time Submitted	Date Submitted	Site Visit Certification	X
		1:55 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
				DVBE Forms	X
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
				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 Opened	Debarment Suspension & Schd Z	X
		2:15 PM	6/26/2013	Local Business Participation Form	X
				DVBE Forms	X

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

Company:	Bay Construction	Base Bid:	\$ 532,000.00	Required Day of Bid:	
Address:	4026 MLK Jr, Way	Allowance:	\$ 40,000.00	Signed Bid Form	X
City/State:	Oakland, Ca	TOTAL:	\$ 572,000.00	Addendum Acknow.	X
Phone:	510-658-7225	Alternates:	\$ 71,000.00	Bid Bond	X
Fax:	510-658-4890		dry rot \$7.55 plywd \$5.35	Non-Collusion	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Long Form Pre-Q	X
		1:50 PM	6/26/2013	Site Visit Certification	X
				Contractor's Sub List	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	X
		2:15 PM	6/26/2013	Local Business Participation Form	X
				DVBE Forms	X
Company:	West Bay Builders	Base Bid:	\$ 547,000.00	Required Day of Bid:	
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:	\$ 55,000.00	Bid Bond	X
Fax:	415-459-0665		dry rot \$15.00 plywd \$7.00	Non-Collusion	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Long Form Pre-Q	X
		1:56 PM	6/26/2013	Site Visit Certification	X
				Contractor's Sub List	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	X
		2:15 PM	6/26/2013	Local Business Participation Form	X
				DVBE Forms	X
Company:	Pioneer Contractors, Inc	Base Bid:	\$ 568,000.00	Required Day of Bid:	
Address:	1485 Armstrong Ave	Allowance:	\$ 40,000.00	Signed Bid Form	X
City/State:	San Francisco, CA	TOTAL:	\$ 608,000.00	Addendum Acknow.	X
Phone:	415-671-1070	Alternates:	\$ 75,400.00	Bid Bond	X
Fax:	415-671-0448		dry rot \$20.00 plywd \$5.00	Non-Collusion	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Long Form Pre-Q	X
		1:46 PM	6/26/2013	Site Visit Certification	X
				Contractor's Sub List	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	X
		2:15 PM	6/26/2013	Local Business Participation Form	X
				DVBE Forms	X
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Long Form Pre-Q	
				Site Visit Certification	
				Contractor's Sub List	
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	

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: Stronger Building 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:	\$	<u>365,000.00</u>
Contingency Allowance Amount:	\$	<u>40,000.00</u>
Total Bid Amount:	\$	<u>405,000.00</u>

**Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.

Additive/Deductive Alternates:

Alternate #1

<u>SIXTY FIVE THOUSAND</u>	dollars	\$ <u>65,000.00</u>
Dry Rot Repair \$ <u>7.50</u>	per sq. ft.	
Damaged Plywood Substrate \$ <u>7.50</u>	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. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its 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.

<u> </u> Allowance: Allowance to <u> </u> NOT USED.	\$ <u> </u> (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. <u>1</u> , Dated <u>5-24-13</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>6-7-13</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a B, C-39 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 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 26th day of June 20 13

Name of Bidder Stranger Building Services

Type of Organization Corporation

Signed by Irene Avila

Title of Signer President

Address of Bidder 3119 San Benito St. Hayward, Ca 94544

Taxpayer's Identification No. of Bidder 27-3999990

Telephone Number (510) 487-8363

Fax Number (510) 487-8246

E-mail strangerbuilding@yahoo.com Web page _____

Contractor's License No(s): No.: 955618 Class: C-39 Expiration Date: 12-31-14

No.: 955618 Class: B Expiration Date: 12-31-14

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Stranger Building Services

President: Irene Avila

Secretary: Irene Avila

Treasurer: Irene Avila

Manager: Irene Avila

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Stronger Building Services
 Project: Upper Roof & Mechanical Unit Replacement Roosevelt M.S.
 Project #: 12111
 Estimate:

Bid Opening Date: June 26, 2013
 Time: 2:00 pm
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$	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.	
\$405,000 ⁻				SLRBE%		
PRIME Company: Stronger Building Address: 3111A San Benito St. City/State: Hayward, Ca 94544 Phone: 510-487-8363	\$405,000					
Company: Digital Design Communication Address: 8135 Copworth Dr. City/State: Oakland, Ca 94621 Phone: 510-632-0650	\$33,800		100%	100%	6006	
Company: Monarch Mechanical Address: 3043 Cottle Ln. City/State: Rio Vista, Ca 94571 Phone: 707-374-4900	\$117,999					
Company: Syserco 2nd tier Address: 187 46th St. City/State: Oakland, Ca 94611 Phone: 510-499-1171	\$29,499.75	25%			2382	
Company: Pace Supply 2nd tier Address: 4750 Oak St. City/State: Oakland, Ca 94617 Phone: 510-316-6905	\$29,499.75	25%			7181	
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%	

50% 100%

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: Upper Roof & Mechanical Unit Replacement Roosevelt HS
 Project #: 12111
 Estimate:

Bid Opening Date: June 26, 2013
 Time: 2:00 pm
 Project Mgr:
 Architect:

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
TRUCKING Marshall Plumbing Address: 3915 Franklin Ave City/State: Oakland CA 94602 Phone: 510-482-1587	\$20,000	25%			5670
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
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

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

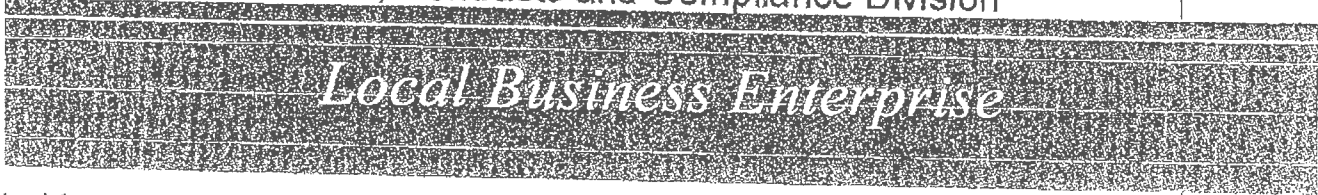
#551 P.001/001

06/27/2013 11:15

1510 318 6794

From: PACE SUPPLY OAKLAND

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
Shelley Darensburg,
Senior Contract Compliance Officer

3/2/13
Date

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

Certification Number

30-May-14

Expiration Date

Shelley Darenburg

Shelley Darenburg,
Senior Contract Compliance Officer

03-07-13

Date



CITY OF OAKLAND



DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

To: Board of Education / Oakland Unified School District ("District" or "Owner")

From: AICAI SPECIALTY CONTRACTING, 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:	\$ <u>372,000 -</u>
Contingency Allowance Amount:	\$ <u>40,000.00</u>
Total Bid Amount:	\$ <u>412,000.00</u>

** Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.

Additive/Deductive Alternates:

58.00

Alternate #1

<u>Forty Seven Thousand, four hundred.</u> dollars	\$ <u>47,900 -</u>
Dry Rot Repair \$ <u>8.00</u> per sq. ft.	
Damaged Plywood Substrate \$ <u>6.00</u> 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. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its 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 _____ NOT USED.	\$ _____ (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. <u>1</u> , Dated <u>MAY 24, 2013</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>JUNE 7, 2013</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> 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.

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 26th day of JUNE 20 13

Name of Bidder AICAI SPECIALTY CONTRACTING, INC.

Type of Organization ROOFING, WATERPROOFING, INSULATION / INCORPORATED.

Signed by [Signature]

Title of Signer PROJECT MANAGER

Address of Bidder 42950 OSGOOD ROAD FREMONT, CA 94539

Taxpayer's Identification No. of Bidder 68-0526024

Telephone Number 510-623-5256

Fax Number 510-477-9786

E-mail JAIME.ARELLANO@AICAI.COM Web page _____

Contractor's License No(s): No.: 015286 Class: B/C2 Expiration Date: 11/30/2014

No.: _____ Class: C7, C39 Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: AICAI SPECIALTY CONTRACTING, INC.

President: DARREN MORRIS

Secretary: MICHAEL REICHERT

Treasurer: DERMINDER KOONER

Manager: RATAEL LAPIZCO

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: AICAI SPECIALTY CONTRACTING INC
 Project: ROOSEVELT MIDDLE SCHOOL
 Project #: 12111
 Estimate: 450,000 (Budget)

Bid Opening Date: 6-26-2013
 Time: 2:00 PM
 Project Mgr: KENYA CHATHAN
 Architect: N/A

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages, base bid			City of Oakland Certification No.
	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	
PRIME Company: AICAI SPECIALTY CONT. Address: 42950 Osgood Rd City/State: Fremont, CA Phone: 510-477-9380	\$154,530.00	0	0	0	N/A
Company: Monterey Mechanical Address: 3225 Sunlander St City/State: Oakland, CA Phone: 510-623-3173	\$169,700.00	45%	0	0	#5430
Company: Bpm Terra Off Address: 2420 Sabino Creek Road City/State: Brea, CA Phone: 925-755-9505	\$88,770.00	0	0	0	N/A
Company: R.M. Waite Company, LLC Address: 2100 Embarcadero #205 City/State: Oakland, CA 94606 Phone: 510-535-2585	\$19,000.00	0	5%	0	#9034
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$372,000	45%	5%		50%

APPROVAL- LBU Compliance Officer

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

Department of Contracting and Purchasing, Division of Social Equity

Local Business Enterprise

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

5480

31-May-14

Certification Number

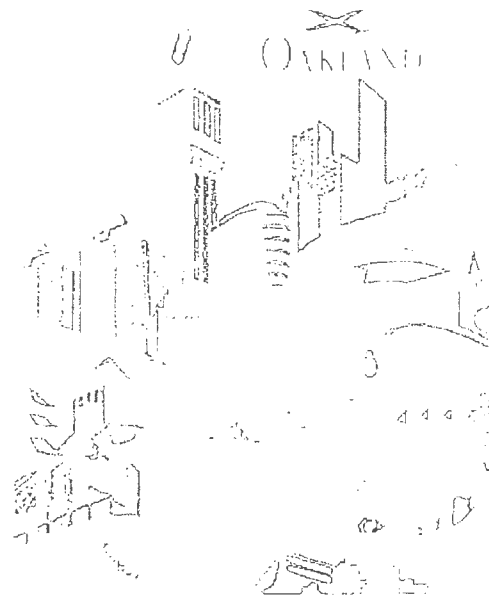
Expiration Date

Shelley Darenburg
Shelley Darenburg,
Senior Contract Compliance Officer

05-10-12
Date



CITY OF OAKLAND



Department of Contracting and Purchasing, Division of Social Equity

Small Local Business Enterprise

Presented to:

R.M. WAITE COMPANY, LLC

Services Provided:

423320 Brick, Stone, and Related Construction Material Merchant Wholesalers

4084

30-Apr-13

Certification Number

Expiration Date

Shelley Darenburg
Shelley Darenburg,
Senior Contract Compliance Officer

04-16-12
Date



CITY OF OAKLAND

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

To: Board of Education / Oakland Unified School District ("District" or "Owner")

From: Best Contracting 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:	\$	<u>525,300.00</u>
Contingency Allowance Amount:	\$	<u>40,000.00</u>
Total Bid Amount:	\$	<u>565,300.00</u>

**Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.

Additive/Deductive Alternates:

Alternate #1

<u>One hundred Fifteen Thousand</u>	dollars	\$ <u>115,000.00</u>
Dry Rot Repair \$	<u>7.00</u>	per sq. ft.
Damaged Plywood Substrate \$	<u>16.00</u>	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. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its 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.

<p>_____ Allowance: Allowance to _____</p> <p>NOT USED.</p>	<p>\$ _____ (TBD)</p>
--	-----------------------

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. <u>1</u> , Dated <u>MAY 24, 2013</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>JUNE 5, 2013</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no 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.

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 25th day of JUNE 20 13
Name of Bidder BEST CONTRACTING SERVICES
Type of Organization CORPORATION
Signed by _____
Title of Signer COO/GENERAL MANAGER
Address of Bidder 4301 BETTENCOURT WAY, UNION CITY, CA 94587
Taxpayer's Identification No. of Bidder 95-3781209
Telephone Number 510-880-7240
Fax Number 510-880-7300
E-mail RPROBLE3@bestcontracting.com Web page WWW.bestcontracting.com
Contractor's License No(s): No.: 4502603 Class: A, B, C, D Expiration Date: 5/31/14
No.: _____ Class: _____ Expiration Date: _____
No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:
Name of Corporation: BEST CONTRACTING SERVICES, INC.
President: MOSI TABAZADEH
Secretary: SEAN TABAZADEH
Treasurer: FATEMEH TABAZADEH
Manager: MOHAMMAD BEIGI

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Best Contracting Services, Inc
 Project: Roosevelt M.S. Upper Roof & Mechanical Unit
 Project #: 12111
 Estimate: \$ 450,000.00

Bid Opening Date: June 26, 2013
 Time: 02:00 PM
 Project Mgr: Kenya Chatman
 Architect: Byrens Kim DESIGN WORKS

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
\$565,300					
PRIME Company: BEST CONTRACTING Address: 4301 Bettercourt Way City/State: Union City, CA 94587 Phone: (510) 890-7240	\$	-	-	-	_____
Company: Sysero Address: 187 40th Street City/State: Oakland, CA 94611 Phone: (510) 498-1171	\$16,000.00	2.8%			See attached.
Company: Digital Design Communications Address: 8135 Capwell Drive City/State: Oakland, CA 94621 Phone: (510) 632-7250	\$67,000.00	11.9%			60070
Company: General Supply Co. Address: 471 87th Ave City/State: Oakland, CA 94621 Phone: (510) 632-5229	\$31,000.00		5.48%		See attached.
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

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

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

Presented to:

DIGITAL DESIGN COMMUNICATIONS

Services Provided:

238210 Electrical Contractors

6006

Certification Number

30-May-14

Expiration Date

Shelley Darenburg

Shelley Darenburg,
Senior Contract Compliance Officer

03-07-13

Date



CITY OF OAKLAND



Small Local Business Enterprise Certificate of Award

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

To: Board of Education / Oakland Unified School District ("District" or "Owner")

From: ~~Mark Lee and Yong Kay DBA Bay Construction Co.~~
(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:	\$	<u>532,000</u>
Contingency Allowance Amount:	\$	<u>40,000.00</u>
Total Bid Amount:	\$	<u>572,000</u>

**Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.

Additive/Deductive Alternates:

Alternate #1

<u>SEVENTY ONE THOUSAND</u>	dollars	\$ <u>71,000</u>
Dry Rot Repair \$ <u>7.55</u>	per sq. ft.	
Damaged Plywood Substrate \$ <u>5.35</u>	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. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its 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 _____ NOT USED.	\$ _____ (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. <u>1</u> , Dated <u>May 24, 2013</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>June 7, 2013</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> 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 oA 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 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 26th day of June, 2013

Name of Bidder Bay Construction Co., Yong Kay

Type of Organization CORPORATION

Signed by 

Title of Signer President

Address of Bidder 4026 Martin Luther King Jr. Way, Oakland, CA 94609

Taxpayer's Identification No. of Bidder 94-3102890

Telephone Number (510) 658-7225

Fax Number (510) 658-4890

E-mail yongkay@yahoo.com Web page www.bayconstructionco.com

Contractor's License No(s): No.: 593411 Class: A, B, C2 Expiration Date: 5/31/2014

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Mark Lee and Yong Kay DBA Bay Construction Co.

President: Yong Kay

Secretary: HELEN KAY

Treasurer: RICK CAMACHO

Manager: _____

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: BAY CONSTRUCTION COMPANY
 Project: ROOSEVELT MS MECHANICAL & ROOFING
 Project #: 12111
 Estimate: \$450,000

Bid Opening Date: 6/26/2013
 Time: 2 PM
 Project Mgr: KENYA CHATMAN
 Architect: BYRENS KIM DESIGN

Base Bid Dollar Amount	\$ 572,000	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: BAY CONSTRUCTION Address: 4026 MLK JR. WAY City/State: OAKLAND, CA 94609 Phone: (510) 638-7225	\$353,000		62%		# 2170
Company: MONTEREY MECHANICAL Address: 8275 SAN LEANDRO ST. City/State: OAKLAND, CA 94621 Phone: (510) 632-3173	\$147,000	26%			# 5430
Company: DIGITAL DESIGN COMM. Address: 8135 CARWELL DRIVE City/State: OAKLAND, CA 94621 Phone: (510) 632-0650	\$33,800		6%		# 6006
Company: BAYVIEW ENVIRONMENTAL Address: 6925 SAN LEANDRO ST. City/State: OAKLAND, CA 94621 Phone: (510) 562-6181	\$5,000	0%			# 6077
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$538,800	26%	68%	0.0%	94%

APPROVAL- LBU Compliance Officer

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

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

To: Board of Education / Oakland Unified School District ("District" or "Owner")

From: 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:	\$	<u>547,000.⁰⁰</u>
Contingency Allowance Amount:	\$	<u>40,000.00</u>
Total Bid Amount:	\$	<u>587,000.⁰⁰</u>

**Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.

Additive/Deductive Alternates:

Alternate #1

<u>Fifty-six thousand</u>	dollars	\$ <u>56,000.⁰⁰</u>
Dry Rot Repair \$	<u>15</u>	per sq. ft.
Damaged Plywood Substrate \$	<u>7</u>	per sq. ft.

OAKLAND UNIFIED SCHOOL DISTRICT
Roosevelt Middle School
Upper Roof & Mechanical Unit Replacement
Project No. 12111
June 5, 2013

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. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its 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:

OAKLAND UNIFIED SCHOOL DISTRICT
 Roosevelt Middle School
 Upper Roof & Mechanical Unit Replacement
 Project No. 12111
 June 5, 2013

BID FORM
 DOCUMENT 00 41 13-2

No. <u>One</u> , Dated <u>May 24, 2013</u>	No. <u>Two</u> , Dated <u>June 7, 2013</u>
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> 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 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 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 26th day of June 2013

Name of Bidder West Bay Builders Inc.

Type of Organization Corporation

Signed by Joe Hass

Title of Signer Vice President

Address of Bidder 250 Bel Marin Keys Blvd., Building A, Novato, CA 94949

Taxpayer's Identification No. of Bidder 68-0250401

Telephone Number 415.456.8972

Fax Number 415.459.0665

E-mail joeh@westbaybuilders.com Web page www.westbaybuilders.com

Contractor's License No(s): No.: 626859 Class: A Expiration Date: 8-31-2013

No.: 626859 Class: B Expiration Date: 8-31-2013

No.: 626859 Class: C-17 Expiration Date: 8-31-2013

If Bidder is a corporation, provide the following:

Name of Corporation: West Bay Builders Inc.

President: Paul Thompson

Secretary: Paul Thompson

Treasurer: Paul Thompson

~~Manager~~ Joe Hass, Vice 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	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: Digital Design Comm Address: 8135 Capwell Dr. City/State: Oakland, CA 94621 Phone: 510-632-0650	\$33,800.00		5.76%		6006
Company: Monterey Mechanical Address: 8275 San Leandro St. City/State: Oakland, CA Phone: 510-632-3173	\$ 162,700.00	27.71%			5430
Company: Asbestos Mgmt. Group Address: 3438 Helen St. City/State: Oakland, CA Phone: 510-654-8441	\$ 34,000.00		5.79%		6331
Company: Address: City/State: Phone:	\$				
Company: Address: 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

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

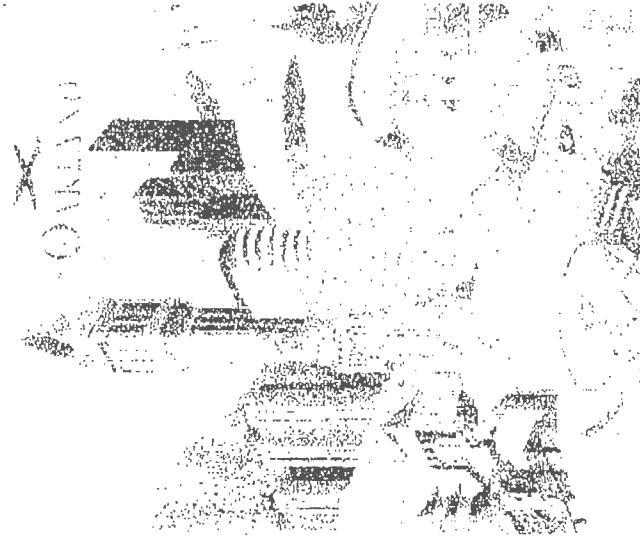
Shelley Darenburg

03-07-13

Date

Shelley Darenburg,
Senior Contract Compliance Officer

 CITY OF OAKLAND



DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Upper Roof & Mechanical Unit Replacement (Project Name)
Roosevelt M.S.
PROJECT NO.: 12111 BIDDER'S NAME Stronger Building Services

Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public 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 Bidder's total Bid, and that as to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under 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.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: American Eagle Environmental Location: Modesto

Portion of Work: Asbestos & Lead Abatement

Subcontractor Name: Digital Design Communication Location: Oakland

Portion of Work: Electrical

Subcontractor Name: Monarch Mechanical Location: Rio Vista

Portion of Work: HVAC / Mechanical

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: _____

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: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Date: June 26, 2013

Proper Name of Bidder: Stranger Building Services

Signature: Irene Arib

Print Name: Irene Arib

Title: President

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

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%
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LOCAL BUSINESS PARTICIPATION WORKSHEET

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

TOTAL PARTICIPATION	45.62%	5.11%	0.00%
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50.73%

LOCAL BUSINESS PARTICIPATION WORKSHEET

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

TOTAL PARTICIPATION	3.05%	5.90%	12.87%
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21.82%

LOCAL BUSINESS PARTICIPATION WORKSHEET

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

TOTAL PARTICIPATION	27.57%	61.71%	5.91%	95.19%
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LOCAL BUSINESS PARTICIPATION WORKSHEET

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				2
City/State: Novato, CA				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

TOTAL PARTICIPATION	29.74%	6.22%	6.18%
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42.14%

AWARD OF BID CONTRACT ROUTING FORM

Project Information					
Project Name	Roosevelt Upper Roofing and HV Replacement	Site	Roosevelt Middle School		
Basic Directions					
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.					
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider				

Contractor Information							
Contractor Name	Stronger Building Services	Agency's Contact	Irene Avila				
OUSD Vendor ID #	New Contractor	Title	Project Manager				
Street Address	31119 San Bonita	City	Hayward	State	CA	Zip	94544
Telephone	510-487-8363	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	12111 (PR1214)						

Term			
Date Work Will Begin	8-14-2013	Date Work Will End By <small>(not more than 5 years from start date)</small>	11-1-213

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$470,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
1414	Deferred Maintenance	2129000805	6200	\$470,000.00

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities			Date Approved	7/22/13
	Signature				
2.	General Counsel, Department of Facilities Planning and Management			Date Approved	7.23.13
	Signature				
3.	Associate Superintendent, Facilities Planning and Management			Date Approved	
	Signature				
	President, Board of Education				
4.	Signature			Date Approved	
	Signature				