

Board Office Use: Legislative File Info.	
File ID Number	18-1132
Introduction Date	5-23-2018
Enactment Number	18-0867
Enactment Date	5/23/18 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date May 23, 2018

Subject Award of Bid and Agreement- Stronger Building Services -Skyline High School Gym Roof Replacement Project

Action Requested Approval by the Board of Education of Resolution No. 1718-0139, Award of Bid Agreement and Construction Contract on behalf of the District to Stronger Building Services, Hayward, CA, for the Skyline High School Gym Roof Replacement Project, in the amount of \$420,070.80, 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 with work being conducted in one (1) phase, with a Contract Duration: (222) days Calendar Days, commencing May 24, 2018, and ending on December 31, 2018.

Discussion Services required for Roof replacement.

LBP (Local Business Participation Percentage) 51.40%

Recommendation Approval by the Board of Education of Resolution No. 1718-0139, Award of Bid Agreement and Construction Contract on behalf of the District to Stronger Building Services, Hayward, CA, for the Skyline High School Gym Roof Replacement Project, in the amount of \$420,070.80, 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 with work being conducted in one (1) phase, with a Contract Duration: (222) days Calendar Days, commencing May 24, 2018, and ending on December 31, 2018.

Fiscal Impact Fund 21, Measure J

Attachments

- Award of Bid including scope of work
- Certificate of Insurance
- Payment and Performance Bonds



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Stronger Building Services

Project Name: Skyline Gym Roof Replacement **Project No.:** 15131

Contract Term: Intended Start: 5/24/2018 Intended End: 12/31/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$420,070.80

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

Stronger Building Services responded to a public bid advertisement.

Summarize the services this Vendor will be providing.

Installation of a new modified bitumen sheet roof for the gym at Skyline.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

Installation of a new modified bitumen sheet roof for the gym at Skyline. Contract includes a \$20,000 allowance.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Stronger Building Services**

Project: Skyline HS Gym Roof

Project #:15131

Estimate: \$200,000

Date: Wednesday, June 15, 2016

Time: 2:30 pm

Project Mgr: Eduardo Rivera-Garcia

Architect:

Based Bid		\$	343,500.00
Verified Local Business Participation	2.0%	\$	6,870.00
Based Bid W/ LBP Discount		\$	336,630.00

	LBE	SLB	SLBR	COMMENTS:
Company: Stronger Building Services				1
Address: 580 Harlan Street				2
City/State: San Leandro, CA				3
Phone:(510) 487-8363				4
Company: Premium Roofing & Waterproofing			51.40%	1
Address: 919 52nd Avenue				2
City/State: Oakland, CA				3
Phone: (510) 750-2179				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4

TOTAL PARTICIPATION	0.00%	0.00%	51.40%	51.40%
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APPROVAL- LBU Compliance Officer



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

RESOLUTION NO. 1718 - 0139

AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE SYLINE HIGH SCHOOL GYM ROOF REPLACEMENT PROJECT

WHEREAS, the District has heretofore requested bids, for installation of a new roof due to severe water intrusion;

WHEREAS, the bid documents provide that the lowest bid would be determined from the total bid amount, which is calculated as the base bid plus all alternates;

WHEREAS, the bid documents provide that the District has the discretion to award a contract for the base bid alone, or the base bid plus one, two and/or all of the alternates, regardless of how the lowest bid is determined;

Contractor:	Location	Bid Amount
Stronger Building Services	Hayward, CA	\$420,070.80

WHEREAS, the responsive bidder has met the goals for the local business participation or a “good-faith” effort to do so as required by the District Policy for such participation;

NOW, THEREFORE, BE IT RESOLVED, that **STRONGER BUILDING SERVICES** is the lowest responsive, responsible bidder;

BE IT FURTHER RESOLVED, that the District shall accept the bid from **STRONGER BUILDING SERVICES** for the performance of the installation of a new roof due to severe water intrusion, in the amount of **FOUR HUNDERED TWENTY THOUSAND SEVENTY AND EIGHTY CENTS (\$420,070.80)**, **Please note:** the additional fees of \$39,976.95 for Premium Waterproofing, \$13,900.00 for Alliance Contracting Services and Mark-up/ Overhead (5%) \$2,693.85 at **TOTAL** of \$56,570.80 to first original bid, \$363,500.00 which is current awarded amount \$420,070.80;



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

RESOLUTION NO. 1718 - 0139

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE SYLINE HIGH SCHOOL GYM ROOF REPLACEMENT PROJECT**

Page 2 of 2

BE IT FURTHER RESOLVED, that the President and Secretary of this Board be hereby authorized to enter into said 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:

P AYE: Gema Quetzal (Student Director)

AYES: Jody London, Nina Senn, Roseann Torres, Shanthi Gonzales, James Harris, Vice President Jumoke Hinton Hodge, President Aimee Eng

NOES: None

ABSTAINED: None

ABSENT: None

P ABSTENTION: Enasia Mc-Elvaine (Student Director)

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 **May 23, 2018**.

Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **3rd** day of **May 2018**, 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: **Skyline Gym Roof Replacement**

PROJECT NO.: **15131**

RESOLUTION NUMBER: **1718-0139**

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 **222** consecutive calendar days ("Contract Time") **commencing May 24, 2018, and concluding no later than December 31, 2018**, 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.

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: Five hundred dollars and no cents (\$500.00)** 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 **B-Building 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 forty-three thousand, five hundred no/100 dollars

\$343,500.00 (Base Contract Amount)

+ \$Twenty thousand dollars

\$20,000.00, (Contingency Allowance Amount)

Three hundred sixty-three thousand, five hundred no/100 dollars

\$363,500.00

Additional costs:

Subcontractor Price Increase	
Premium Waterproofing:	\$39,976.95
Alliance Contracting Services:	\$13,900.00
Mark-up/Overhead (5%)	\$2,693.85

= Four hundred twenty thousand, seventy dollars and eighty cents

\$420,070.80, ("Contract Price")

- 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.
- The Contract Price shall be paid in lawful money of the United States.
- 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>



Timothy White
Deputy Chief of Facilities Planning & Management


5/14/18


TAREK NAKHADEGANI FOR

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

Dated: 5/24, 2018

Dated: May 4, 2018

OAKLAND UNIFIED SCHOOL DISTRICT

~~Stronger Building Services~~ CONTRACTOR

By: Aimee Eng

By: [Signature]

Print Name: Aimee Eng

Print Name: Claudia Chavez

Print Title: President, Board of Education

Print Title: President

By: [Signature]

Print Name: Kyla Johnson-Trammell, Superintendent

Print Title: Secretary, Board of Education

By: _____

Print Name: Timothy White

Print Title: Deputy Chief, of Facilities, Planning and Management



[Signature]

Approved as to Form:

By: [Signature]

Print Name: Marion McWilliams

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

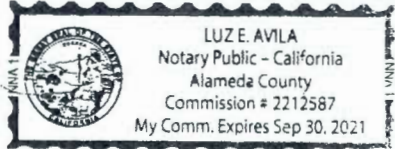
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On 1/5/18 before me, LUZ E. AVILA
Date Here Insert Name and Title of the Officer
personally appeared Gerardo Peinado
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]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

DOCUMENT 00 61 14

Bond Executed in Duplicate

PERFORMANCE BOND (100% of Contract Price)

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

Bond No. 57BCSHW3764

Premium: \$5,406

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:

Skyline Gym Roof Replacement Project No. 15131 Resolution No. 1718-0139 (Project Name)
("Project" or "Contract")

which Contract dated May 3rd, 2018, 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 Hartford Fire Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Four hundred twenty thousand seventy and 80/100ths DOLLARS

(\$ 420,070.80), 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.

OAKLAND UNIFIED SCHOOL DISTRICT
Skyline High School
Gym Roof Project
Project No. 15131
April 13, 2016

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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 thereunder 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 Contract Documents or to the Work.


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:

Hartford Fire Insurance Company
101 Montgomery Street, Suite 2700, San Francisco, CA 94104
Attention: Pierre LeCompte
Telephone No.: (415) 836 - 4858
Fax No.: (866) 780 - 9956
E-mail Address: PierreLeCompte@thehartford.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 9th day of May, 2018.

Principal


Stronger Building Services
(Name of Principal)


(Signature of Person with Authority)

Claudia Chavez-President
(Print Name)

Surety

Hartford Fire Insurance Company
(Name of Surety)


(Signature of Person with Authority)

Joan DeLuca, Attorney-in-Fact
(Print Name)

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)

Contractor 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.

OAKLAND UNIFIED SCHOOL DISTRICT
Skyline High School
Gym Roof Project
Project No. 15131
April 13, 2016

PERFORMANCE BOND
DOCUMENT 00 61 14-2

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

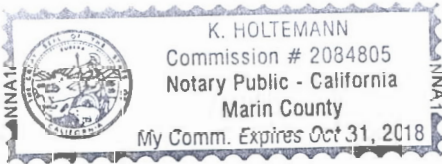
State of California)
County of Marin)

On May 9, 2018 before me, K. Holtemann, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Joan DeLuca
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WOODRUFF SAWYER & COMPANY
Agency Code: 57-554795

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Nerissa S. Bartolome, Alicia Dass, Joan DeLuca, Roger C. Dickinson, Patrick R Diebel, Nancy L. Hamilton, Kelly Holtemann, Thomas E. Hughes, Stanley D. Loar, Mark M. Munekawa, Yvonne Roncagliolo, Charles R. Shoemaker of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 9, 2018.
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Alameda

On 5/11/18 before me, Nancy Hurtado-Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Claudia Chavez
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 Nancy Hurtado
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

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

Skyline Gym Roof Replacement Project No. 15131 Resolution No. 1718-0139 (Project Name)
("Project" or "Contract")

which Contract dated May 3rd, 2018, 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 the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and Hartford Fire Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

Four hundred twenty thousand seventy and 80/100ths _____ DOLLARS

(\$ 420,070.80 _____), 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 9000 through 9566 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.

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 thereunder shall in any way affect its

OAKLAND UNIFIED SCHOOL DISTRICT
Skyline High School
Gym Roof Project
Project No. 15131
April 13, 2016


PAYMENT BOND
DOCUMENT 00 61 15 -1

obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

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 9th day of May, 2018.

Principal


Stronger Building Services
(Name of Principal)


(Signature of Person with Authority)

Claudia Chavez President
(Print Name)

Surety

Hartford Fire Insurance Company
(Name of Surety)


(Signature of Person with Authority)

Joan DeLuca, Attorney-in-Fact
(Print Name)

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)

Contractor 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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Marin)

On May 9, 2018 before me, K. Holtemann, Notary Public

Date

Here Insert Name and Title of the Officer

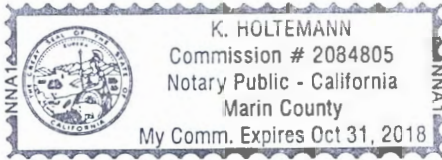
personally appeared Joan DeLuca

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 *K. Holt*

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 Call: 888-266-3488 or fax: 860-767-6235

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WOODRUFF SAWYER & COMPANY
 Agency Code: 57-554795

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Nerissa S. Bartolome, Alicia Dass, Joan DeLuca, Roger C. Dickinson, Patrick R Diebel, Nancy L. Hamilton, Kelly Holtemann, Thomas E. Hughes, Stanley D. Loar, Mark M. MuneKawa, Yvonne Roncagliolo, Charles R. Shoemaker of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
 Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 9, 2018.
 Signed and sealed at the City of Hartford.



Kevin Heckman
 Kevin Heckman, Assistant Vice President

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

№ 07268

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Hartford Fire Insurance Company

of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 5th day of October, 2000, I have hereunto set my hand and caused my official seal to be affixed this 5th day of October, 2000.



By

Harry W. Low
Insurance Commissioner
Victoria S. Sidbury
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Alameda }

On 5/11/18 before me, Nancy Hurtado - Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Claudia Chavez
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 Nancy Hurtado
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian of Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian of Conservator
 Other: _____
Signer is Representing: _____



Stronger Building Services

License # 955618

31119 San Benito St. Hayward, Ca 94544

Tel: 510-487-8363 Fax: 510-487-8246

Email: StrongerBuilding@yahoo.com

Woman Owned, Small Business 148640

BYLAWS OF STRONGER BUILDING SERVICES

ARTICLE I. SHAREHOLDERS.

Section One. Annual Meeting

(a) An Annual meeting of shareholders shall be held in each year on the **Third Friday in April at 11:30 a.m.** unless such day should fall on a legal holiday, in which event the meeting shall be held at the same hour on the next succeeding business day that business day that is not a legal holiday. Annual meeting shall be held at the principal executive office of the corporation or at any other place within California as may be determined by the board of directors and designated in the notice of the meeting.

(b) If in any year, the election of directors is not held at the annual meeting of shareholders or an adjournment thereof, the board directors shall call a special meeting of shareholders as soon thereafter as reasonable possible for the purpose of holding the election and transacting such other business as may properly be brought before the meeting. If the board of directors fails to call a special meeting within **three** months after the date prescribed for the annual meeting, any shareholders may elect directors and transact all other business properly brought before the meeting.

(c) No change in the time or place of a meeting for the election of directors may be made within 30 days of the date for which the meeting is scheduled, and written notice of any change in the date of the meeting must be given to each shareholder of record at least **thirty (30)** days prior to the date for which any such meeting is rescheduled.

(d) Any shareholders' meeting, annual or special, may be adjourned from time to time by the affirmative vote of 100% of the shares represented at the meeting either in person or by proxy. An adjournment may be voted regardless of whether a quorum is present. When a shareholders' meeting is adjourned for **5** days or more, notice of the adjourned meeting must be given as in the case of an original meeting. When a meeting is adjourned for less than **5** days, no notice of the time and place of the adjourned meeting need be given other than by announcement at the meeting at which the adjournment is voted, unless after the adjournment a new record date is fixed for the adjourned meeting.

Section Two. Special Meetings

Special meeting of shareholders may be called for any purpose. Such meetings may be called at any time by Claudia Chavez and Gerardo Peinado. On the written request of any person or persons entitled to call a special meeting, the secretary shall inform the board of directors as to the call, and the board shall fix a time and place, the meeting shall be held at the principal executive office of the corporation at a time fixed by the secretary.

Section Three. Action by Written Consent

Any action required by law to be taken at a meeting of shareholders, except for the election of directors, and any other action that may be taken at a meeting of shareholders may be taken without a meeting if a consent in writing, setting for the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, if the consents of all shareholders entitled to vote were solicited in writing. Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors.

Section Four. Notice of Meetings

Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the general nature of the business to be transacted, must be given to each shareholder of record entitled to vote at the meeting, not less than ten (10) nor more than sixty (60) days before the date of the meeting either personally or by mail or other means of written communication, addressed to the shareholder at the address of the shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice. If no address appears or is given, notice must be addressed to the place where the principal executive office of the corporation is located or notice may be given by the publication at least once in a newspaper of general circulation in the county in which the principal executive office is located. The notice shall be deemed to have been given at the time when delivered personally, deposited in the mail, or sent by other means of written communication. An affidavit of mailing of any notice in accordance with the provisions of this section executed by the secretary, assistant secretary or any transfer agent shall be prima facie evidence of the giving notice.

Section Five. Waiver of Notice

A shareholder may waive notice of any annual or special meeting by signing a written notice of waiver either before or after the date of the meeting.

Section Six. Record Date

(a) For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders', or to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors may

fix, in advance, a date as record date for a determination of shareholders for any of the purposes enumerated in this paragraph (a). This date shall not be more than sixty (60) days, and for a meeting of shareholders, not less than ten (10) days, or in the case of a meeting at which a merger or consolidation will not be considered, not less than twenty (20) days, immediately preceding the meeting.

(b) If a record date is not fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, the record date shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(c) If no record date is fixed, the record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the board is necessary, shall be the day on which the first written consent is given.

(d) If no record date is fixed, the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the board adopts the resolution relating thereto, or the 60th day prior to the date of such other action, whichever is later.

(e) When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, the determination shall apply to any adjournment of the meeting, unless the board fixes a new record date for the adjourned meeting.

Section Seven. Order of Business

The order of business at the annual meeting of shareholders and, insofar as possible, at all other meetings of shareholders, shall be as follows:

- (a) Call to order.
- (b) Proof of notice of meeting.
- (c) Reading and disposing of any unapproved minutes
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of directors
- (g) Disposition of unfinished business
- (h) Disposition of new business
- (i) Adjournment

ARTICLE II. BOARD OF DIRECTORS

Section One. General Powers

Subject to the limitations of the articles of incorporation, these bylaws and the California General Corporation Law concerning action that must be authorized or approved by the shareholders of the corporation, all corporate powers shall be exercised by or under the authority of the board directors, and the business and affairs of the corporation shall be controlled by the board, which are the President and the Sec./Tress.

ARTICLE III. OFFICERS

Section One. Enumeration of officers

The Corporation shall have as Officers a President and Sec./Tress.
The President of the company is Claudia Chavez with 51% ownership since 01/01/2015.
The Secretary is Gerardo Peinado and the Tressure is Gerardo Peinado with 49% ownership since 01/01/2015.

Section Two. Election and Term of Office

The principal officers of the corporation shall be elected by the board of directors at its organizational meeting immediately following the annual meeting of shareholders of as soon thereafter as is reasonably possible. Subordinate officers may be elected from time to time as the board may see fit. Each officer shall hold office until his or her successor is elected and qualified, or until his or her resignation, death, or removal.

Section Three. President; Powers and Duties

Subject to any supervisory duties that may be given by the board of directors to any chair of the board, the president shall be the principal executive officer of the corporation. Subject to the control of the board of directors, the president shall supervise and direct generally all the business and affairs of the corporation. The president shall preside at all meetings of shareholders at which he or she is present. In the absence of the chair of the board of directors at which he or she is present, the president may sign, with the secretary or any other officer of the corporation so authorized by the board of directors, certificates for shares of the corporation, and any deeds, mortgages, bonds, contracts, or other instruments that the board of directors has authorized for execution, except when the signing and execution has been expressly delegated by the board of directors or these bylaws to some other officer or agent of the corporation or is required by law to the otherwise signed or executed. The president shall also make reports to the board of directors and shareholders and in general shall perform all duties incident to the office of

president and such other duties as may be prescribed from time to time by the board of directors.

Section Four. Secretary/Treasurer, Powers and Duties

In the absence of the President of the corporation or in the event of his or her death or inability or refusal to act, the Sec./Tress shall perform the duties of the president as well as the Vice President and, when so acting, shall act with all of the powers of and be subject to all the restrictions of the president. The Sec./Tress shall have the following powers and duties:

- (a) To keep the minutes for the meeting of shareholders and of the board of directors, in one or more books provided for that purpose;
- (b) To see that all notices are given, in accordance with these bylaws or as required law;
- (c) To be custodian of the corporate records and the seal of the corporation;
- (d) To see that the seal of the corporation is affixed to all documents authorized for execution under seal on behalf of the corporation;
- (e) To sign with the president certificates for corporate shares the issuance of which have been authorized by resolution of the board of directors;
- (f) To have general charge of the stock transfer books of the corporation;
- (g) To be custodian and take charge of and to be responsible for all funds and securities of the corporation;
- (h) To receive and give receipts for money due and paid to the corporation from any source whatsoever;
- (i) To deposit all the monies paid to the corporation in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these bylaws.

Section Five. Absence or Disability of Officers

In the case of the absence or disability of any officer of the corporation and of any person authorized to act in his or her place during his or her absence or disability, the board of directors may by resolution delegate the powers and duties of such officer to any officer, or to any director, or to any other person whom it may select.

Section Six. Salaries

The salaries of all officers of the corporation shall be fixed from time to time by the board of directors. No officer shall be disqualified from receiving a salary by reason of his or her being a director of the corporation.

ARTICLE IV. STOCK CERTIFICATES

Section One. Form

The shares of the corporation shall be represented by certificates signed by the President and Sec./Tress. Any or all of the signatures may be facsimile. each certificate shall also state:

- (a) The name of the record holder of the shares represented by the certificate;
- (b) The number of shares represented thereby;
- (c) A designation of any class or series of which the shares are a part;
- (d) The shares are without par value;
- (e) Any rights of redemption and the redemption price;
- (f) Any rights of conversion, and the essential terms and period for conversion;
- (g) Any liens or restrictions on transfer or on the voting power of the share;
- (h) The shares are assessable, if that is the fact;
- (i) Assessments to which the shares are subject are collectible by personal action, if that is the fact;
- (j) When the shares of the corporation are classified or any class has two or more series, the rights, preferences, privileges and restrictions granted to or imposed on the respective classes or series of shares and the holders thereof, as established by the articles or by any certificate of determination of preferences, as well as the number of shares constituting each series and the designation thereof; or a summary of such preferences, privileges, and restrictions with reference to the provisions of the articles or certificate or certificates of determination of preferences establishing the same; or the office or agency of the corporation from which stockholders may obtain a copy of a statement of such rights, preferences, privileges, and restrictions or of such summary;
- (k) Any right of the board of directors to fix the dividend rights, dividend rate, conversion rights, rights in terms of redemption, including sinking fund provisions, the redemption price or price, or the liquidation preferences of any wholly unissued class or of any wholly unissued series of any class of shares, or the number of shares constituting any unissued series of any class of shares, or designation of such series, or all or any of them;

(l) For any certificates issues for shares prior to the full payment therefore, the amount remaining unpaid, the terms of payments to become due, and any restrictions on the transfer of the partly paid shares on the books of the corporation

Section Two. Subscriptions for Stock

Unless otherwise provided in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the board of directors. Any call made by the board of directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series, as the case may be. In case of default in the payment of any installment or call when the payment is due, the corporation may proceed to collect the amount due in the same manner as any debt due the corporation.

Section Three.

Transfer of shares of the corporation shall be made in the manner specified in the California Uniform Commercial Code. The corporation shall maintain stock transfer books, and any transfer shall be registered thereon only on request and surrender of the endorsed stock certificate representing the transferred shares. The board of directors may appoint one or more transfer agents or transfer clerks and one or more registrars as custodian of the transfer book, and may require all transfers to be made with one or more registrars as custodian of the transfer book, and may require all transfers to be made with and all share certificates to bear the signatures of any of them. The corporation shall have the absolute right to recognize as the owner and shares of stock issued by it, for all proper corporate purposes, including the voting of the shares and the issuance and payment of dividends on the shares, the person or persons in whose name the certificate representing the shares stands on its books. However, if a transfer of shares is made solely for the purpose of furnishing collateral security, and if this fact is known to the secretary of the corporation, or to the corporations' transfer agent or transfer clerk, the record entry of the transfer shall state the limited nature thereof.

Section Four. Lost, Destroyed, and Stolen Certificates

No certificate for shares of stock in the corporation shall be issued in place of any certificate alleged to have been lost, destroyed, stolen, or mutilated except on production of such evidence and provisions of such indemnity to the corporation as the board of directors may prescribe.

ARTICLE V. CORPORATE ACTIONS

Section One. Contracts

The Board of directors may authorize any officer or officers, or any agent or agents of the corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and this authority may be general or confined to specific instances.

Section Two. Loans

No loans shall be made by the corporation to its officers or directors. No loans shall be made by the corporation secured by its shares. No loans shall be made or contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by resolution of the board of directors. Such authority may be general or confined to specific instances.

Section Three. Checks, Drafts, or Orders

All checks, drafts, or other orders for the payment of money by or to the corporation, and all notes and other evidence of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agents of the corporation and in the manner as shall from time to time be determined by resolution of the board of directors.

Section Four. Bank Deposits

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

Section Five. Voting Securities Held by the Corporation

Unless otherwise ordered by the board of directors, the president, or any vice-president and the secretary or an assistant secretary of the corporation shall have the authority to vote, represent, and exercise on behalf of the corporation all rights incidental to any and all shares of any other corporation standing in the name of the corporation. Such authority may be exercised by the designated officers in person or by proxy.

ARTICLE VI. MISCELLANEOUS

Section One. Reports to Stockholders

The board of directors shall send an annual report to the shareholders of the corporation, not later than **One Hundred Twenty (120)** days after the close of the fiscal year of the corporation. The report shall include a balance sheet as of the close of the fiscal year of the corporation and income statement and statement of changes in financial position for the fiscal year. The financial statements shall be prepared from an in accordance with the

books of the corporation, in conformity with generally accepted accounting principles applied on a consistent basis, and shall be certified by an independent certified public accountant.

Section Two. Inspection of Corporate Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of all meeting of shareholders and directors. Additionally, a record shall be kept at the principal executive office of the corporation, giving the names and addresses of all shareholders and the number and class or classes of shares held by each. Any person who is the holder of a voting trust certificate or who is the holder of record of at least five percent (5%) of the outstanding voting shares of the corporation shall have the right to examine and copy, in person or by agent or attorney, at any reasonable time or times, for any proper purpose, the books and the records an account of the corporation, the minutes, and the record of shareholders.

On the written request of any shareholder, the corporation shall mail to the shareholder within fourteen (14) days after receipt of the request, a balance sheet as of the close of its latest fiscal year and a profit and loss statement for the fiscal year. If the requested is received by the corporation before the financial statements are available for its latest fiscal year, the corporation shall mail the financial statements within fourteen (14) days after they become available, but in any event within one hundred twenty (120) days after the close of its latest fiscal year.

Section Three. Inspection of Articles of Incorporation and Bylaws

The original or a copy of the articles of incorporation and bylaws of the corporation, as amended or otherwise altered to date, and certified by the secretary of the corporation shall, at all times, be kept at 580 Harlan St. San Leandro, Ca 94577. Such articles and bylaws shall be open to inspection by all shareholders of record or holders of voting trust certificates a tall reasonable times during the business hours of the corporation.

Section Four. Fiscal Year


The fiscal year of the corporation shall be a calendar year or begin on the **First** day of **January** of each year and end at midnight on the **thirty-first** day of **December** of the following year.

Section Five. Corporate Seal

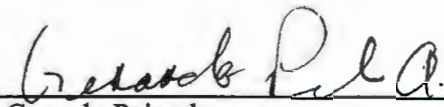
The board of directors shall adopt an official seal for the corporation, which shall be circular in form and inscribed with the name of the corporation, the state of incorporation, and the words "Corporate Seal."

ARTICLE VII. AMENDMENTS

These bylaws may be altered, amended, or repealed by the President and Sec./Tress.



Claudia Chavez
PRESIDENT
Stronger Building Services



Gerardo Peinado
SEC./TRESS.
Stronger Building Services



Interoffice Memo

Date: July 19, 2016
 To: Tadashi Nakadegawa, Director of Facilities
 From: Eduardo Rivera-Garcia
 Project Name: Skyline Gym Roofing
 Project No.: 15131
RE: Acceptance of Bid

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

BID TALLY

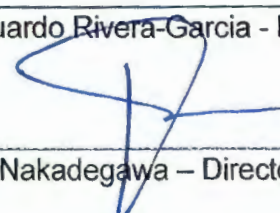
	Responsive Low Bid	2 nd Bidder	3 rd Bidder
Contractor	Stronger Building Services	Mar Con Co.	N/A
Base Bid Amount	343,500	492,776	N/A
Contingency Allowance	\$20,000	20,000	N/A
Total Bid Amount	\$363,500	\$512,776	N/A

Local Business Enterprise Participation: 51.40%

SGI/OUSD recommends the award of the bid to **Stronger Building Services**, for a total contract amount of **\$ 363,500.00**.

CONSTRUCTION BUDGET: \$400,000 BID SAVINGS: \$36,500

RECOMMENDATION: Eduardo Rivera-Garcia - Project Manager 7/19/16
 Date

ACCEPTANCE:  8/2/16
 Tadashi Nakadegawa – Director of Facilities Date

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Re-Bid Skyline High School
Project: Gym Roof
Project #: 15131
Estimate: \$200,000

Date: Wednesday, June 15, 2016
Time: 2:00 PM
Project Mgr: Eduardo Rivera-Garcia
Architect: _____

Signature of Witness to Bid

Signature of Bid Opener

Company: <u>Stranger Build Services</u>	Base Bid: <u>343,500</u>	Required Day of Bid:
Address: _____	Allowance: _____	Signed Bid Form
City/State: _____	TOTAL: <u>363,500</u>	Addendum Acknow.
Phone: _____	Alternates: _____	Bid Bond
Fax: _____	<u>20,000</u>	Non-Collusion
	<u>Time Submitted</u> _____ <u>Date Submitted</u> _____	Iran Contracting Certification
		Site Visit Certification
		Contractor's Sub List
	<u>Time Opened</u> _____ <u>Date Opened</u> _____	Required Doc's within 24 hrs
		Debarment Suspension & Schd Z
		Local Business Participation Form
		DVBE Forms/ DIR Numbers
Company: <u>Mar Con</u>	Base Bid: <u>492,776</u>	Required Day of Bid:
Address: _____	Allowance: _____	Signed Bid Form
City/State: _____	TOTAL: <u>512,776</u>	Addendum Acknow.
Phone: _____	Alternates: _____	Bid Bond
Fax: _____		Non-Collusion
	<u>Time Submitted</u> _____ <u>Date Submitted</u> _____	Iran Contracting Certification
		Site Visit Certification
		Contractor's Sub List
	<u>Time Opened</u> _____ <u>Date Opened</u> _____	Required Doc's within 24 hrs
		Debarment Suspension & Schd Z
		Local Business Participation Form
		DVBE Forms/ DIR Numbers
Company: _____	Base Bid: _____	Required Day of Bid:
Address: _____	Allowance: _____	Signed Bid Form
City/State: _____	TOTAL: _____	Addendum Acknow.
Phone: _____	Alternates: _____	Bid Bond
Fax: _____		Iran Contracting Certification
	<u>Time Submitted</u> _____ <u>Date Submitted</u> _____	Long Form Pre-Q
		Site Visit Certification
		Contractor's Sub List
	<u>Time Opened</u> _____ <u>Date Opened</u> _____	Required Doc's within 24 hrs
		Debarment Suspension & Schd Z
		Local Business Participation Form
		DVBE Forms/ DIR Numbers
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> _____	Iran Contracting Certification
		Site Visit Certification
		Contractor's Sub List
	<u>Time Opened</u> _____ <u>Date Opened</u> _____	Required Doc's within 24 hrs
		Debarment Suspension & Schd Z
		Local Business Participation Form
		DVBE Forms/ DIR Numbers

DOCUMENT 00 41 13

BID FORM

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

From: Stronger Building Services
(Proper Name of Bidder)

DIR 10 Digit Registration No.: 1000002136

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 of Bid No. 15131

PROJECT: Skyline High School - Gym Roof Project

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

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

Three hundred forty three thousand ^{five} hundred Dollars	\$ <u>343,500</u>
BASE BID Amount	
Twenty Thousand Dollars	\$20,000.00
Contingency Allowance Amount	
Three hundred sixty three thousand ^{five} hundred dollars	\$ <u>363,500</u>
TOTAL BID Amount	

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.

Additive/Deductive Alternates:

Alternate #1

<u>Two hundred</u> dollars \$ <u>200</u>
[ADD DESCRIPTION] Additive/Deductive: <u>Removal + Replacement of rotted plywood sheathing at skylight penetrations</u>

Alternate #1

<u>N/A</u> dollars \$ _____
[ADD DESCRIPTION] Additive/Deductive:

Alternate #3

<u>N/A</u> dollars \$ _____
[ADD DESCRIPTION] Additive/Deductive:

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. 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.
3. 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.
4. 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.
5. The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:

- The liquidated damages clause of the General Conditions and Agreement.
 - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.
 - The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. 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.
7. 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
 - Iran Contracting Act Certification

8. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>April 27, 2016</u>	No. _____, Dated _____
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.	

9. License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - 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.
10. 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.

11. 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. 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.
12. 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.

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 15th day of June 20 16

Name of Bidder Stronger Building Services

Type of Organization Corporation

Signed by 

Title of Signer President

Address of Bidder 580 Harbor St. San Leandro, Ca 94577

Taxpayer's Identification No. of Bidder 27-3999990

Telephone Number (510) 487-8363

Fax Number (510) 487-8246

E-mail strongerbldg@yahoo.com Web page _____

Contractor's License No(s): No.: 955618 Class: C-39 Expiration Date: 12-31-16

No.: 955618 Class: B Expiration Date: 12-31-16

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Stronger Building Services

President: Claudia Chavez

Secretary: Gerardo Peinado

Treasurer: Gerardo Peinado

Manager: Gerardo Peinado

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND (SECURITY)

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

COPIES

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Stronger Building Services as Principal ("Principal"),

and Hartford Fire Insurance Company as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of Connecticut

and authorized to do business as a surety in the State of California, are held and firmly bound unto the

Oakland Unified School District ("District")

of Oakland Alameda County, State of California as Obligee, in the sum of

Ten percent (10%) of the amount bid (\$)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

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

OAKLAND UNIFIED SCHOOL DISTRICT
Skyline High School
Gym Roof Project
Project No. 15131
April 13, 2016

BID BOND
DOCUMENT 00 43 13-1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Alameda)

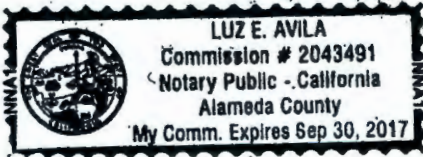
On 6/15/16 before me, LUZ E. AVILA - Public Notary
Date Here Insert Name and Title of the Officer

personally appeared Claudia Chavez
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

DOCUMENT 00 45 01

SITE-VISIT CERTIFICATION

PROJECT: Skyline High School Gym Roof Project

PROJECT NO: 15131

Check whichever option applies:

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

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

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

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

Date: June 15, 2016

Proper Name of Bidder: Stronger Building Services

Signature: 

Print Name: Claudio Chavez

Title: President

END OF DOCUMENT

DOCUMENT 00 45 19

NONCOLLUSION AFFIDAVIT
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President [PRINT YOUR TITLE]

of Stronger Building Services [PRINT FIRM NAME],

the party making the foregoing Contract.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: June 15, 2016

Proper Name of Bidder: Stronger Building Services

City, State: San Leandro, Ca

Signature: 

Print Name: Claudia Chavez

Title: President

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

OAKLAND UNIFIED SCHOOL DISTRICT
Skyline High School
Gym Roof Project
Project No. 15131
April 13, 2016

NONCOLLUSION AFFIDAVIT
DOCUMENT 00 45 19-1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Alameda)

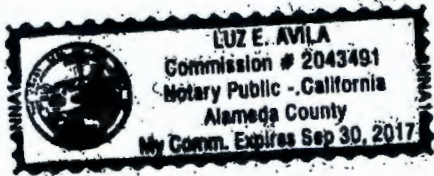
On 6/15/16 before me, Luz E. Avila - Public Notary
Date Here Insert Name and Title of the Officer

personally appeared Claudia Chavez
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

DOCUMENT 00 45 22

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: 15131- Re-Bid Skyline H.S. between Oakland Unified School District (the "District" or the "Owner") and Stronger Building Services (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.


Bidder shall complete **ONLY ONE** of the following two paragraphs.

1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).
OR
2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
OR
3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). A copy of the written permission from the District is included with Bid.

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: June 15, 2016

Proper Name of Contractor: Stronger Building Services

Signature: 

Print Name: Claudia Chavez

Title: President

END OF DOCUMENT



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

955618

Entity **CORP**

Business Name

STRONGER BUILDING SERVICES

Classification(s)

B C39 ASB

Expiration Date

12/31/2016

www.cslb.ca.gov



This Endorsement Changes The Policy. Please Read It Carefully

BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the COVERAGE FORM apply unless modified by the endorsement.

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.

Item 1. **Who is an Insured** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
 - (1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
 - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. **Supplementary Payments** of Item 2. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 5. **Fellow Employee** of Paragraph B. **Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

D. Limited Automatic Towing Coverage

Item 2. **Towing**, of Paragraph A. **Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for towing and labor for each disablement is \$500;
- b. No deductible applies to this coverage.

E. Item 3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles** of Paragraph A. **Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

F. Increase Of Transportation Expense Coverage

Subpart a. **Transportation Expenses** of Item 4. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage

Item 4. **Coverage Extensions** of Paragraph A. **Coverage**, under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" Coverage

Item 4. **Coverage Extensions**, of Paragraph A. **Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Downtime Loss" Coverage

We will pay any resulting "downtime loss" expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" beginning on the 5th day after we have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs;
- b. Coverage for "downtime loss" expenses will end when any of the following occur:
 - (1) You have a spare or reserve "auto" available to you to continue your operations.
 - (2) You purchase a replacement "auto".
 - (3) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
 - (4) You reach the 30 day maximum coverage.

- I. **Item 4. Coverage Extensions**, of Paragraph A. **Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.
- b. Our payment is limited to necessary and actual expenses incurred.
- c. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- d. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

J. **"Personal Effects" Exclusion**

Paragraph B. **Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.

- d. Contraband or property in the course of illegal transportation or trade.
- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

K. **Accidental Airbag Discharge Coverage**

Item 3.a. of Paragraph B. **Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

L. **Loan or Lease Gap Coverage**

Paragraph C. **Limit Of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - (4) Security deposits not refunded by the lessor; and
 - (5) Carry-over balances from previous loans or leases

M. Aggregate Deductible

Paragraph D. **Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

N. Diminishing Deductible

Paragraph D. **Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

O. Knowledge of Loss and Notice To Us

Subsection a. of Item 2. **Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph A. **Loss Conditions** under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item 5. **Transfer Of Rights Of Recovery Against Others To Us** of Paragraph A. **Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

Q. Insurance is Primary and Noncontributory

Subpart a. of Item 5. **Other Insurance** of Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- a. This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

R. Other Insurance – Hired Auto Physical Damage

Subpart b. of Item 5. **Other Insurance** of Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and

- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

S. Unintentional Failure To Disclose Hazards

Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

T. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations where required by written contract with the Named Insured	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>All persons or organizations where written contract with the Named Insured requires additional insured completed operations coverage. This form does not apply to your work on new "residential property".</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

All persons or organizations where required by
written contract with the Named Insured

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

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

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

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS

REP 31
9141662-2017
RENEWAL
NA
5-60-67-82
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE DECEMBER 2, 2017 AT 12.01 A.M.
AND EXPIRING DECEMBER 2, 2018 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

STRONGER BUILDING SERVICES
580 HARLAN ST
SAN LEANDRO, CA 94577

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO

Kenneth R. V. Lang
AUTHORIZED REPRESENTATIVE

Thomas Steiner
PRESIDENT AND CEO



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

3/23/2018

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): 844.972.6326	COMPANY Hanover American Insurance Company 440 Lincoln Street Worcester MA 01653	
FAX (A/C. No): 415-989-9923	E-MAIL ADDRESS: ckelley@wsandco.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: STROBUI-01		LOAN NUMBER		POLICY NUMBER RHFA549404
INSURED Stronger Building Services 580 Harlan Street San Leandro, CA 94577		EFFECTIVE DATE 03/23/2018	EXPIRATION DATE 03/23/2019	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Installation Floater - Special Form				\$972,500	\$2,500
Storage				\$100,000	
Property In Transit				\$100,000	
Replacement Cost					

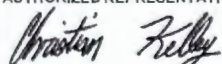
REMARKS (Including Special Conditions)

RE: Project #15131, Skyline H.S. Gym Roof Replacement.
 Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

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 955 High St. Oakland CA 94612	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE 			



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Skyline High School Gym Roof Replacement Project	Site	306
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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
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Contractor Information

Contractor Name	Stronger Building Services	Agency's Contact	Claudio Chavez		
OUSD Vendor ID #	V053604	Title	President		
Street Address	31119 San Bonito	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 #	15131				

Term

Date Work Will Begin	5-24-2018	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2018
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$420,070.80
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Fund 21, Measure J	3069905897	6271	\$420,070.80

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 Planning and Management				
	Signature				
2.	General Counsel, Department of Facilities Planning and Management				
	Signature				
3.	Deputy Chief, Facilities Planning and Management				
	Signature				
4.	Senior Business Officer, Board of Education				
	Signature				
5.	President, Board of Education				
	Signature				