

Board Office Use: Legislative File Info.	
File ID Number	24-2578
Introduction Date	11-13-2024
Enactment Number	24-2115
Enactment Date	11/13/2024 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Kenya Chatman, Executive Director, Facilities

Board Meeting Date November 13, 2024

Subject Change Order No. 1 to the Agreement Between Owner and Contractor – Stronger Building Services – Urban Promise Academy Re-Roofing Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor Change Order No. 1 by and between the **District and Stronger Building Services**, Berkeley, CA, deductive change order due to the scope reduction for emergency roofing repairs done by Restoration Management for the **Urban Promise Academy Re-Roofing Project**, in the deductive amount of **\$2,788.57**, thus reducing the contract price from **\$1,275,000.00** to **\$1,272,211.43**, pursuant to the Change Order.

Discussion This Change Order is a deductive change for emergency repair services to the roof at school site.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor Change Order No. 1 by and between the District and Stronger Building Services, Berkeley, CA, deductive change order due to the scope reduction for emergency roofing repairs done by Restoration Management for the Urban Promise Academy Re-Roofing Project, in the deductive amount of \$2,788.57, thus reducing the contract price from \$1,275,000.00 to \$1,272,211.43, pursuant the to Change Order.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Change Order No. 1 and Other Documents
- Routing Form
- File ID 24-1270

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728

CHANGE ORDER

For Design-Bid-Build Contract

Owner: Oakland Unified School District
Project: Roof Replacement
School: Urban Promise Academy
Contractor: Stronger Building Services

Change Order No.: 001

Date: July 11, 2024

DSA File No.: 1-29
DSA Application No.: 01-121412
OUSD Project #: 22142
Project Manager: Sterling Carter

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary): Risk Management was required to provide restoration services due to water intrusion into the building caused by the roofing contractor.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: **-\$2,788.57**

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 0 calendar days

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SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	\$1,275,000.00
Prior Change Orders:	+ \$0
Total Contract Price Prior to this Change Order	= \$1,275,000.00
This Change Order's Adjustment:	+ \$-2,788.57
Adjusted Contract Price (include all special and contingency allowances):	= \$1,272,211.43

Current Change Order's Percentage of Original Contract Price:	-0.5%
Total Change Orders' Percentage of Original Contract Price:	-0.5%

NOTE: Any unspent allowance amounts (including any contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

[NOTE TO OWNER: Use one of the two following "Summary of Adjustments to Time for Completion" tables depending on whether the contract requires completion (a) within a specified number of days, or (b) by a specific date.]

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:	60	Calendar Days
Prior change order adjustments to contract time:	+ 0	Calendar Days
This change order's adjustment to contract time:	+ 0	Calendar Days
Adjusted contract time:	= 60	Calendar Days

Start Date per Notice to Proceed:	June 6, 2024
Completion Deadline Based on Adjusted Contract Time:	August 5, 2024

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The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the approval of Owner's governing body. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon signature by Contractor and approval by the Owner's governing body.

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728

<p>Approved: Architect of Record</p> <p><u>Zachary Goodman</u> Print Name:</p> <p><u></u> Signature:</p> <p><u>10/15/2024</u> Date:</p> <p>Approved as to Form:</p> <p><u>James Traber</u> OUSD Facilities Counsel</p> <p>Date: 10/16/2024</p>	<p>Approved and Agreed: General Contractor</p> <p><u>Jovanny Avila</u> Print Name:</p> <p><u></u> Signature:</p> <p><u>10/15/2024</u> Date:</p>	<p>Approved and Agreed: </p> <p><u></u> Executive Director, Facilities</p> <p><u>10/15/24</u> Date:</p> <p><u></u> Chief Systems & Services Officer, Facilities</p> <p><u>10/15/24</u> Date:</p>
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Name: Benjamin Davis
Title: President, Board of Education

Sign:  Date: 11/14/2024

Name: Kyla Johnson-Trammell
Title: Superintendent & Secretary, Board of Education

Sign:  Date: 11/14/2024



3090 Independence Drive
Livermore, CA 94551

800.400.5058 Phone
510.324.8016 Fax

PO 25-02075

Invoice

Bill To	Physical Address
Oakland Unified School Dist* Sorbor Twegbe 955 High Street Oakland CA 94601	Sorbor Twegbe 3031 East 18th Street Oakland CA 94601

Date	Invoice #
07/15/2024	283069
Job Number	
URB303HAYW204554	
PO #	
WO #	

Insurer	Project Manager	Claim #
	MATTHEW NICHOLAS	

Description	Amount
Water Damage Restoration	2,788.57

ACCOUNTING DEPARTMENT
FACILITIES PLANNING & MGMT
AUG 23 2024 4:00:54 PM
ACCOUNTING DEPARTMENT

PROJECT NAME UPA-ROOF
PROJECT NO. 22142
PROCESSED DATE 8-23-24
M AUTHORIZATION SMITH/ENTV
MT. TO BE PAID \$ 2,788.57
ENT TO: FAC B&G OTHER _____

FACILITIES MGMT
23AUG'24AM10:50

PAYMENT IS DUE UPON RECEIPT AND LATE 31 DAYS AFTER INVOICE DATE.
INTEREST SHALL ACCRUE AT A RATE OF 10% PER YEAR ON ALL LATE BALANCES.
A 5% SERVICE CHARGE WILL BE ASSESSED TO ALL LATE BALANCES.

Amount Due: 2,788.57

PLEASE REMIT PAYMENT TO: Restoration Management Company - 3090 Independence Drive, Livermore, CA 94551



Restoration Management Company - Hayward, CA

3090 Independence Dr.
Livermore, CA. 94551
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

Client: Urban Promise Academy
Property: 3031 East 18th Street
Oakland, CA 94601

Operator: KZANE

Estimator: Matthew Nicholas
Position: Project Manager
Company: Restoration Management Company
Business: 4142 Point Eden Way
Hayward, CA 94545

Business: (408) 726-1277
E-mail: mnicholas@rmc.com

Reference: Sorbor Twegbe
Company: Oakland Unified School District
Business: 955 High Street
Oakland, CA 94601

E-mail: sorbor.twegbe@ousd.org

Type of Estimate: Water Damage
Date Entered: 7/11/2024
Date Est. Completed:
Date Assigned: 7/2/2024
Date Job Completed: 7/10/2024

Price List: RMC2023B_CA
Labor Efficiency: Restoration/Service/Remodel
Estimate: URB303HAYW204554

Tax ID# 94-3267563

Water Damage Services - Final

Following please find the breakdown of services for the water damage services performed at the address listed above.

If applicable, Restoration Management Company requests direct payment and/or inclusion of the Restoration Management Company name on any applicable insurance draft as assigned in our service agreement.

Please feel free to contact me regarding questions or concerns regarding this information. You can reach me directly at my above referenced cellular number. Thank you for allowing Restoration Management Company to assist you with our services. We appreciate and value your business.

Sincerely,

Matthew Nicholas
Project Manager



Restoration Management Company - Hayward, CA

3090 Independence Dr.
Livermore, CA. 94551
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

URB303HAYW204554

Water Damage Services

Water Damage Services

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency Service Call - during business hours	1.00 EA	0.00	169.31	0.00	169.31
Total: Water Damage Services				0.00	169.31

07/02/2024

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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Cause Statement: Leak from a pipe on roof that was cut came through the ceiling, and ran into closet into the main office.

INITIAL WATER DAMAGE SERVICES, Tuesday, 07/02/2024:

Labor Explanation: Initial services, in office storage closet carpet floor and wall affected, crew extracted water from carpet and set drying equipment. In bathroom, ceiling and tile wall wet, crew set equipment. Need to return tomorrow for follow up.

Restoration Labor (Regular Rates):

2. Restoration Technician - per hour (2 Technicians for a total of 2 hours)	2.00 HR	0.00	71.00	0.00	142.00
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Restoration Labor (PW Regular Rates):

3. Restoration Technician - per hour (2 Technicians for a total of 4 hours)	4.00 HR	0.00	113.00	0.00	452.00
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Equipment Usage:

4. Extraction unit - Portable	0.25 DA	0.00	157.50	0.00	39.38
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Totals: 07/02/2024				0.00	633.38
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07/03/2024

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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WATER DAMAGE SERVICES CONT'D, Wednesday, 07/03/2024:

Labor Explanation: Project manager inspection, found office storage room floor and wall dry, removed equipment. In bathroom, the ceiling is almost dry, tile wall still has high moisture readings. Reset equipment. Return Friday for follow up.

Restoration Labor (Regular Rates):

5. Project Manager - per hour	0.50 HR	0.00	105.00	0.00	52.50
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Restoration Labor (PW Regular Rates):

6. Project Manager - per hour	1.00 HR	0.00	105.00	0.00	105.00
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Restoration Management Company - Hayward, CA

3090 Independence Dr.
 Livermore, CA. 94551
 Phone: 800-400-5058
 License #: 765595
 Tax ID#: 94-3267563

CONTINUED - 07/03/2024

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: 07/03/2024					
				0.00	157.50

07/05/2024

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
WATER DAMAGE SERVICES CONT'D, Friday, 07/05/2024:					

Labor Explanation: Moisture inspection, crew found bathroom ceiling dry, but tile wall still with high moisture. Crew tented affected wall area with plastic and duct dehumidifier to focus drying. Return Monday for follow up.

Restoration Labor (Regular Rates):

7. Restoration Technician - per hour (2 Technicians for a total of 2 hours)	2.00 HR	0.00	71.00	0.00	142.00
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Restoration Labor (PW Regular Rates):

8. Restoration Technician - per hour (2 Technicians for a total of 2.5 hours)	2.50 HR	0.00	113.00	0.00	282.50
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Materials:

9. Lay Flat Ducting, 10" - 12"	0.10 RL	0.00	206.00	0.00	20.60
10. Poly Sheeting - 6 mil FR 10'-12'	0.10 RL	0.00	163.00	0.00	16.30
11. Tape - Blue/Green	0.25 RL	0.00	14.82	0.00	3.71
12. Tape - Duct/Vinyl	0.25 RL	0.00	13.07	0.00	3.27

Totals: 07/05/2024					
				0.00	468.38

07/08/2024

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
WATER DAMAGE SERVICES CONT'D, Monday, 07/08/2024:					

Labor Explanation: Moisture inspection, tile wall moisture level back to dry standards. Removed equipment and plastic. Job complete.

Restoration Labor (Regular Rates):

13. Restoration Technician - per hour (2 Technicians for a total of 1.5 hours)	1.50 HR	0.00	71.00	0.00	106.50
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Restoration Labor (PW Regular Rates):

14. Restoration Technician - per hour (2 Technicians for a total of 1.5 hours)	1.50 HR	0.00	113.00	0.00	169.50
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Cartage and Disposal:

15. Disposal - Pick Up truck Load	0.25 EA	0.00	220.00	0.00	55.00
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URB303HAYW204554

7/12/2024

Page: 3



Restoration Management Company - Hayward, CA

3090 Independence Dr.
 Livermore, CA. 94551
 Phone: 800-400-5058
 License #:765595
 Tax ID#: 94-3267563

CONTINUED - 07/08/2024

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: 07/08/2024				0.00	331.00

Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Equipment Usage:					
Main/Office:					
16. Dehumidifier - Large (1200/Evo/R175) <i>1 Large Dehumidifier for 1 day</i>	1.00 DA	0.00	115.50	0.00	115.50
17. Air Mover <i>1 Air Mover for 1 day</i>	1.00 DA	0.00	31.50	0.00	31.50
Bathroom:					
18. Dehumidifier - Large (1200/Evo/R175) <i>1 Large Dehumidifier for 6 days</i>	6.00 DA	0.00	115.50	0.00	693.00
19. Air Mover <i>1 Air Mover for 6 days</i>	6.00 DA	0.00	31.50	0.00	189.00
Totals: Equipment				0.00	1,029.00
Total: Water Damage Services				0.00	2,788.57
Line Item Totals: URB303HAYW204554				0.00	2,788.57



Restoration Management Company - Hayward, CA

3090 Independence Dr.
Livermore, CA. 94551
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

Summary

Line Item Total	2,788.57
Replacement Cost Value	\$2,788.57
Net Claim	\$2,788.57

Matthew Nicholas
Project Manager



3090 Independence Drive
Livermore, CA 94551

800.400.5058 Phone
510.324.8016 Fax

Invoice

Bill To	Physical Address
Oakland Unified School Dist* Sorbor Twegbe 955 High Street Oakland CA 94601	Sorbor Twegbe 3031 East 18th Street Oakland CA 94601

Date	Invoice #
09/05/2024	283069 R
Job Number	
URB303HAYW204554	
PO #	
WO #	

Insurer	Project Manager	Claim #
	MATTHEW NICHOLAS	

Description	Amount
Water Damage Restoration	2,788.57

PROJECT NAME UPA ROOF
 PROJECT NO. 22142
 PROCESSED DATE 9/6/24
 PM AUTHORIZATION [Signature]
 AMT. TO BE PAID \$ 2,788.57
 SENT TO (FAC B&G OTHER)

FACILITIES MGMT

SEP 24 11:38

PAYMENT IS DUE UPON RECEIPT AND LATE 31 DAYS AFTER INVOICE DATE.
 INTEREST SHALL ACCRUE AT A RATE OF 10% PER YEAR ON ALL LATE BALANCES.
 A 5% SERVICE CHARGE WILL BE ASSESSED TO ALL LATE BALANCES.

Amount Due: 2,788.57

PLEASE REMIT PAYMENT TO: Restoration Management Company - 3090 Independence Drive, Livermore, CA 94551

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Urban Promise Academy Re-Roofing Project	Site	236
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Basic Directions

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

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

Contractor Name	Stronger Building Services	Agency's Contact	Claudia Carrasco				
OUSD Vendor ID #	004110	Title					
Street Address	580 Harlan Street	City	San Leandro	State	CA	Zip	94577
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 #	22142						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-06-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-5-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	-\$2,788.57
Other Expenses		Requisition Number	

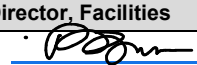
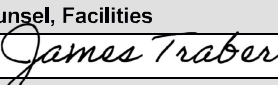
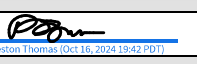
Budget Information

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
9655//9750/	Fund 21, Measure Y	210-9655-0-9907-8500-6271-236-9180-9906-9999-22142	6271	-\$2,788.57

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.

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities				
	Signature 	Date Approved	Oct 16, 2024		
	<small>Preston Thomas (Oct 16, 2024 19:42 PDT)</small>				
2.	General Counsel, Facilities				
	Signature 	Date Approved	10/16/2024		
3.	Chief Systems & Service Officer				
	Signature 	Date Approved	Oct 16, 2024		
	<small>Preston Thomas (Oct 16, 2024 19:42 PDT)</small>				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	24-1270
Introduction Date	06-05-2024
Enactment Number	24-1201
Enactment Date	6/5/2024 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management
Kenya Chatman, Executive Director, of Facilities

Board Meeting Date June 5, 2024

Subject Agreement Between Owner and Contractor – Stronger Building Services – Urban Promise Academy Portable Re-Roofing Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District and Stronger Building Services, Berkeley, CA**, for the latter to provide construction services, which consist of the demolition of existing roofing and related roof components, replacement with new roofing, and addition of exterior gutters and downspouts at some locations, for the **Urban Promise Academy Re-Roofing Project**, in the total amount of **\$1,275,000.00**, which includes a contingency allowance of **\$85,000.00**, with the work anticipated to commence on **June 6, 2024**, and required to be completed within **sixty days (60)**, with an anticipated ending of **August 5, 2024**.

Discussion Contractor was selected through competitive bidding. (Public Contract Code § 22037).

LBP (Local Business Participation Percentage) 00.0%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Stronger Building Services, Berkeley, CA, for the latter to provide construction services, which consist of the demolition of existing roofing and related roof components, replacement with new roofing, and addition of exterior gutters and downspouts at some locations, for the Urban Promise Academy Re-Roofing Project, in the total amount of \$1,275,000.00, which includes a contingency allowance of \$85,000.00, with the work anticipated to commence on June 6, 2024, and required to be completed within sixty days (60), with an anticipated ending of August 5, 2024.

Fiscal Impact Fund 21 Building Funds, Measure Msr J and Msr Y

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 24-1270

Department: Facilities Planning and Management

Vendor Name: Stronger Building Services

Project Name: Urban Promise Re-Roofing Project

Project No.: 22142

Contract Term: Intended Start: June 6, 2024

Intended End: August 5, 2024

Total Cost Over Contract Term: \$1,275,000.00

Approved by: Preston Thomas

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Stronger Building Services was selected by the District as the lowest responsible and responsive bid.

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

Stronger Building Services will provide construction services, which consist of the demolition of existing roofing and related roof components, replacement with new roofing, and addition of exterior gutters and downspouts at some locations, for the Urban Promise Academy Re-roofing Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

[Empty text box for answer to question 1]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)
- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

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

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **June 6, 2024**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **STRONGER BUILDING SERVICES** hereinafter called the “Contractor.”

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK.

The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the “Work”) in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the Urban Promise Academy Re-Roofing Project, 3031 E 18th Street, Oakland, CA, 94601

all in strict compliance with the plans, drawings and specifications therefore prepared by

Knoll & Tam, 729 Heinz Ave, Berkeley, CA 94710, Ph: 510-542-2243.

and other Contract Documents relating thereto.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

This contract is subject to the District’s Project Labor Agreement, dated June 30, 2021, which is available to upload found by going to the OUSD home page: ousd.org > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

ARTICLE II. CONTRACT DOCUMENTS.

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

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be sixty days (60) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **June 6, 2024**, in which case the deadline for Completion would be **August 5, 2024**.

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

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

Accordingly, the parties agree that \$1,000.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that \$1,000.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor

on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **ONE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS NO/100 (\$1,275,000.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **EIGHTY-FIVE THOUSAND DOLLARS NO/100 (\$85,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such

payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

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

ARTICLE VII. PREVAILING WAGES.

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

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

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

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

ARTICLE VIII. WORKING HOURS.

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

or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES.

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

ARTICLE X. DSA OVERSIGHT PROCESS.

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

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

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

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

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and

during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

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

ARTICLE XII. ENTIRE AGREEMENT.

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

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

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

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XV. BINDING EFFECT.

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

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

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the

State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS.

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

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

ARTICLE XIX. WRITTEN NOTICE.

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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

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

**CONTRACTOR:
STRONGER BUILDING SERVICES**

Signature: 

Name: Claudia Carrasco

Date: 5/17/24

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

Signature 

Name: Gerardo Peinado

Date: 5/17/24

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) Sec./Tres.


OAKLAND UNIFIED SCHOOL DISTRICT



Benjamin Davis, President, Board of Education

6/6/2024


Date



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

6/6/2024

Date

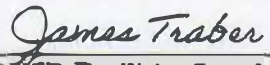


**Preston Thomas, Chief Systems & Services Officer,
Facilities Planning and Management**

5.13.24

Date

Approved As To Form:



OUSD Facilities Legal Counsel **5/10/24**
Date

955618
**CALIFORNIA CONTRACTOR'S
LICENSE NO.**

12/31/204
LICENSE EXPIRATION DATE

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

RESOLUTION NO. 2024-02

A RESOLUTION AUTHORIZING EXECUTION OF ALL RELATED CONTRACT AND BONDS DOCUMENTS


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

Resolved, that Gerardo Peinado has permission to be a signature of STRONGER BUILDING SERVICES.

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

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

(Affix Original Corporate Seal)


Name _____ Title President

January 4, 2024
Date _____

(*Attach Original Notary Acknowledgment)

CALIFORNIA 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 }

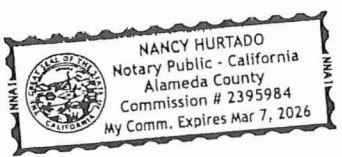
On January 4, 2024 before me, Nancy Hurtado - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Claudia Carrasco
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 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: _____

RESOLUTION NO. 2024-01

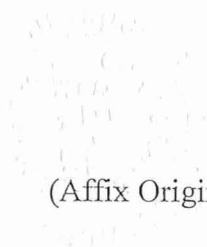
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The undersigned, Gerardo Peinado certifies that I am the duly appointed Secretary/Treasurer of STRONGER BUILDING SERVICES and that the above is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors thereof, convened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

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



(Affix Original Corporate Seal)

Gerardo Peinado Secretary / Treasurer
Name Title

January 4, 2024
Date

(*Attach Original Notary Acknowledgment)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

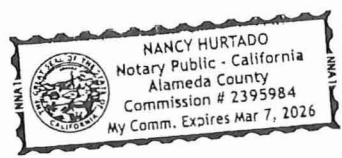
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Alameda }
On January 4, 2024 before me, Nancy Hurtado - Notary Public
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.



Place Notary Seal and/or Stamp Above

Signature Nancy Hurtado
Signature of Notary Public

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: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 57BCSJD8700
Premium: \$12,564.00

KNOW ALL MEN BY THESE PRESENTS that we, Stronger Building Services, as Principal, and Hartford Fire Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of One Million Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$1,275,000.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated **June 6, 2024**, for construction of

the Urban Promise Academy Re-Roofing Replacement, located at 3031 E 18th Street, Oakland, CA, (the "Contract"). The Scope of work consists of a roof replacement including new fascia, gutter, RWL and connection to storm sewage of existing building and new storm sewage connection to new exterior drains. Water testing required.

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

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

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

{SR798942} 1

OAKLAND UNIFIED SCHOOL DISTRICT
URBAN PROMISE ACADEMY
RE-ROOFING REPLACEMENT
PROJECT NO.:22142

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond No.: 57BCSJD8700

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 1st day of May, 2024, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

N/A
(Individual Principal)

N/A
(Business Address)

Stronger Building Services


(Corporate Principal)

580 Harlan St.
San Leandro, CA 94577
(Business Address)

Hartford Fire Insurance Company
(Corporate Surety)

One Pointe Drive, 6th Floor
(Business Address)

Brea, CA 92821

By: 

Christina Parsons, Attorney-in-Fact

The rate of premium on this bond is \$9.85 per thousand.

The total amount of premium charged is \$12,564.00.

The above must be filled in by Corporate Surety.

{SR798942}2

OAKLAND UNIFIED SCHOOL DISTRICT
URBAN PROMISE ACADEMY
RE-ROOFING REPLACEMENT
PROJECT NO.:22142

PERFORMANCE BOND
DOCUMENT 00 61 00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

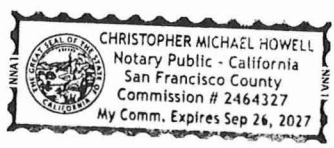
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)
On 05/01/2024 before me, Christopher Michael Howell, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Christina Parsons
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though 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: Christina Parsons
 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-11
 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, Joan DeLuca, Patrick R Diebel, Lucy M. Dunham, Kathleen Earle, Andrew S. Holloway, Kelly Holtemann, Christopher M. Howell, Thomas E. Hughes, Mark M. Munekawa, Zachary V. Overbay, Christina Parsons, Rossio Polio, Karen Rhodes, Yvonne Roncagliolo, Charles R. Shoemaker, Valerie Takeuchi 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 23, 2016 the Companies have caused these presents to be signed by its Assistant 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.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)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 (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

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 1, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

CALIFORNIA ACKNOWLEDGMENT

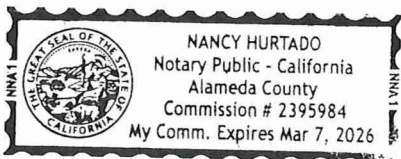
CIVIL CODE § 1189

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State of California }
County of Alameda }

On May 2, 2024 before me, Nancy Hurtado - Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Claudia Camasco
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 or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 57BCSJD8700
Premium: Included in Perf. Bond

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Stronger Building Services, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

the Urban Promise Academy Re-Roofing Replacement, located at 3031 E 18th Street, Oakland, CA, (the "Contract"). The Scope of work consists of a roof replacement including new fascia, gutter, RWL and connection to storm sewage of existing building and new storm sewage connection to new exterior drains. Water testing required.

which said agreement dated June 6, 2024, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Hartford Fire Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of One Million Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$ 1,275,000.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

{SR798938} 1

OAKLAND UNIFIED SCHOOL DISTRICT
URBAN PROMISE ACADEMY
RE-ROOFING REPLACEMENT
PROJECT. NO.:22142

PAYMENT BOND
DOCUMENT 00 61 01

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 1st day of May, 2024.

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

Stronger Building Services
Principal



Hartford Fire Insurance Company
Surety



By: Christina Parsons, Attorney-in-Fact
Attorney-in-Fact

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

{SR798938}2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Contra Costa)
On 05/01/2024 before me, Christopher Michael Howell, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Christina Parsons
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: Christina Parsons
 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-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

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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
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- 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, Joan DeLuca, Patrick R Diebel, Lucy M. Dunham, Kathleen Earle, Andrew S. Holloway, Kelly Holtemann, Christopher M. Howell, Thomas E. Hughes, Mark M. Munekawa, Zachary V. Overbay, Christina Parsons, Rossio Polio, Karen Rhodes, Yvonne Roncagliolo, Charles R. Shoemaker, Valerie Takeuchi 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 23, 2016 the Companies have caused these presents to be signed by its Assistant 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.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)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 (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

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 1, 2024

Signed and sealed in Lake Mary, Florida.



Keith Dozois

Keith D. Dozois, Assistant Vice President

CALIFORNIA ACKNOWLEDGMENT

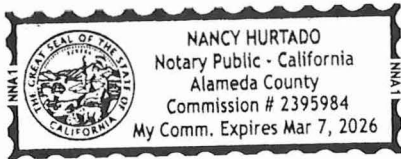
CIVIL CODE § 1189

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State of California }
County of Alameda }

On May 2, 2024 before me, Nancy Hurtado - Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Claudia Carrasco
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.



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WITNESS my hand and official seal.

Signature Nancy Hurtado
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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Document Date: _____ Number of Pages: _____

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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: _____

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS**
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: May 13, 2024



Signature

Name: Claudia Carrasco

Title: President

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.

- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant

personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

**INDEPENDENT CONTRACTOR STUDENT CONTACT FORM
FOR CONSTRUCTION CONTRACTS**

Note: This form must be submitted by Contractor before it may commence any work.

Contractor Firm Name: Stranger Building Services
Supervisor/Foreman Name: Baldomero Ricaldy
Start Date: June 6, 2024
Completion Date: August 5, 2024
Location of Work: 3031 E. 18th St. Oakland, Ca 94601
Hours of Work: 1,000
Length of Time on Grounds: 2 weeks
Number of Employees on the Job: 8

I am an owner or officer of Contractor authorized to sign this document on behalf of Contractor. Contractor acknowledges that the Owner has determined that Contractor's employees, or that Contractor as a sole proprietor, will have more than limited contact with students. Therefore, in order to comply with Education Code section 45125.2, Contractor will use the following methods to ensure student safety (check at least one):

- A physical barrier will be installed at the worksite to limit contact with pupils.
- Contractor is not a sole proprietorship, and its employees will be continually monitored and supervised by one of its employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

- The Owner has agreed that Contractor's employees, or Contractor as sole proprietor, will be surveilled by Owner's personnel.

If Contractor does not comply with the requirements of Education Code section 45125.2, then Contractor will comply with the requirements of Education Code section 45125.1.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: 5/13/24

Signature:  _____

Typed Name: Claudia Carrasco

Title: President

Contractor: Stronger Building Services

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

Stronger Building Services
Name of Contractor


Signature

Claudia Carrasco
Print Name

May 13, 2024
Date

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:


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

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

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

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

Stronger Building Services
Name of Contractor


Signature

Claudia Carrasco
Print Name

May 13, 2024
Date

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

AGREEMENT TO BE BOUND

Oakland Unified School District,
Project Labor Agreement

The undersigned party confirms that it agrees and assents to comply with and to be bound by the Project, OUSD Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement To Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements, as set forth in Article 17.1, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such Trust Fund(s) and ratifies and accepts the trustees appointed by the parties to such Trust Fund(s). The undersigned party agrees to execute a separate Subscription Agreement(s) when such Trust Fund(s) requires such document(s).

Such assent and obligation to comply with and to be bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party for the URBAN PROMISE SCHOOL ROOFING REPLACEMENT PROJECT. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

May 2, 2024
Dated

Urban Promise Academy Re-Roofing Replacement
Project Name & Number
No. 20142


Signature of Authorized Officer

Claudia Carrasco - President
Authorized Officer & Title

Stronger Building Services
Name of Contractor/Employer(s)

580 Hurlan St. San Leandro, Ca 94577
Contractor/Employer(s) Address

955618
CSLB#

(510) 487-8363
Area Code Phone

claudia@strongerbldg.com
E-mail and/or Fax

N/A
Moor Carrier (CA) Permit Number

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Urban Promise Academy
 Project: Re-Roofing
 Project #: 22142
 Estimate: \$ 850,000.00

Date: Thursday, April 4, 2024
 Time: 2:00 P.M.
 Project Mgr: Nicole Wells
 Architect: N/A

Signature of Witness to Bid *Lu Juan Hernandez*

Signature of Bid Opener

Company: Stronger Building Services	Base Bid: \$ 1,190,000.00	Required Day of Bid:
Address: 580 Harlan Street	Allowance: \$ 85,000.00	Signed Bid Form X
San Leandro, CA 94577	TOTAL: \$ 1,275,000.00	Addendum Acknow. X
Phone: 510-487-8363	Alternates:	Bid Bond X
Fax: 510-487-8246		Non-Collusion X
		Iran Contracting Certification X
	<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification X
	12:37 p.m. 4/4/2024	Contractor's Sub List X
		Debarment Suspension & Schd Z X
		Local Business Participation Form X
	<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms X
	2:10 p.m. 4/4/2024	

Company:	Base Bid:	Required Day of Bid:
Address:	Allowance:	Signed Bid Form
City/State:	TOTAL:	Addendum Acknow.
Phone:	Alternates:	Bid Bond
Fax:		Non-Collusion
		Iran Contracting Certification
	<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification
		Contractor's Sub List
		Debarment Suspension & Schd Z
		Local Business Participation Form
	<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms

Company:	Base Bid:	Required Day of Bid:
Address:	Allowance:	Signed Bid Form
City/State:	TOTAL:	Addendum Acknow.
Phone:	Alternates:	Bid Bond
Fax:		Non-Collusion
		Iran Contracting Certification
	<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification
		Contractor's Sub List
		Debarment Suspension & Schd Z
		Local Business Participation Form
	<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms

Company:	Base Bid:	Required Day of Bid:
Address:	Allowance:	Signed Bid Form
City/State:	TOTAL:	Addendum Acknow.
Phone:	Alternates:	Bid Bond
Fax:		Non-Collusion
		Iran Contracting Certification
	<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification
		Contractor's Sub List
		Debarment Suspension & Schd Z
		Local Business Participation Form
	<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms



Oakland Unified School District
Local Business Utilization



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Stronger Building Services
 Project Name Urban Promise Academy De-roofing
 Project Number 22142
 Proposed Total Contract Amount

Bid Opening Date 4/04/2024
 Time: 2:30pm
 Project Manager: Ismael Nula
 Architect:

BASE BID AMOUNT
 Proposed Total LBU Amount (%) 0 %

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)
Company Name <u>None</u> Certifying Agency Address, City/State Certification No. (if available)		%	%	%
Company Name Certifying Agency Address, City/State Certification No. (if available)		%	%	%
Company Name Certifying Agency Address, City/State Certification No. (if available)		%	%	%
Company Name Certifying Agency Address, City/State Certification No. (if available)		%	%	%
Company Name Certifying Agency Address, City/State Certification No. (if available)		%	%	%
Company Name Certifying Agency Address, City/State Certification No. (if available)		%	%	%
Company Name Certifying Agency Address, City/State Certification No. (if available)		%	%	%
TOTAL PARTICIPATION	\$ 0.00	0.00 %	0.00 %	0.00 %

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.

BID COVER SHEET
DOCUMENT 00 31 00

OAKLAND UNIFIED SCHOOL DISTRICT
Division of Facilities Planning and Management
955 High Street
Oakland, CA 94601

BIDS MUST BE SEALED AND SUBMITTED TO:

FRONT DESK
955 HIGH STREET
OAKLAND, CA 94601

THIS SHEET MUST BE ATTACHED TO THE FRONT OF YOUR BID ENVELOPE

Bid for: Urban Promise Academy Re-Roofing Replacement

Project No.: 22142

Bidder: Stronger Building Services, 580 Harlan St., San Leandro, CA
Please print full (Company Name, Address)

(510) 487-8363; Fax: (510) 487-8246
Please provide both: (Phone, Fax)

Bids are due: April 4, 2024 at 2:30 p.m.
(Bid will not be considered if submitted after this date and time)

TIME STAMP HERE:

RECEIVED BY:

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning and Management
High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of Stronger Building Services hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Urban Promise Academy Re-Roofing Replacement Project, located at 3031 E 18th Street, Oakland, (the "Contract")**, Scope of work includes, a roof replacement including new fascia, gutter, RWL and connection to storm sewage of existing building and new storm sewage connection to new exterior drains. Water testing required.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

Bid Amount (Base Bid):

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of :

<u>one million one hundred ninety thousand</u> → Dollars <i>Bid Amount Without Contingency Allowance</i>	<u>\$1,190,000⁰⁰</u>
<u>Eighty-Five Thousand</u> Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	<u>\$85,000.00</u>
<u>one million two hundred seventy five thousand</u> Dollars <i>Total Base Bid Amount</i>	<u>\$1,275,000⁰⁰</u>

OAKLAND UNIFIED SCHOOL DISTRICT
URBAN PROMISE ACADEMY
RE-ROOFING REPLACEMENT
PROJECT NO. 22142
March 16, 2024

BID FORM
DOCUMENT 00 31 01

By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	
---	--

Miscellaneous:

The low bid shall be determined as described in the Notice to Bidders.

The undersigned 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>

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

580 Harlan St., San Leandro, CA 94577

Our Public Liability and Property Damage Insurance is placed with:

Valley Forge Insurance Co.

Our Workers' Compensation Insurance is placed with:

State Compensation Insurance Fund of CA

{SR799810}2

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. <u>1</u>	Date <u>3/28/24</u>	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

This bid may be withdrawn in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

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

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Name of Company as Licensed in California: Stronger Building Services

{SR799810}3

OAKLAND UNIFIED SCHOOL DISTRICT
WEST OAKLAND MIDDLE SCHOOL
BLDGS. E&F WINDOW REPLACEMENT
PROJECT NO. 22147
FEBRUARY 17, 2024

BID FORM
DOCUMENT 00 31 01

Business Address: 580 Harlan St., San Leandro, CA 94577
Telephone Number: (510) 487-8363
California Contractor License No.: 955618
Class and Expiration Date: B, C-39; Exp Date: 12/31/24
Public Works Contractor Registration No.: 1000002136
State of Incorporation, if Applicable: CA

INDIVIDUAL:

Dated: April 4, 2024

(Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: _____, 20__


(Name)

General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: _____, 20__


Claudia Carrasco (Name)

{SR799810}4

RESOLUTION NO. 2024-01

A RESOLUTION AUTHORIZING EXECUTION OF ALL RELATED CONTRACT AND BONDS DOCUMENTS

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

Resolved, that Claudia Carrasco has permission to be a signature of STRONGER BUILDING SERVICES.

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

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

Gerardo Peinado Secretary / Treasurer
Name Title

(Affix Original Corporate Seal)

January 4, 2024
Date

(*Attach Original Notary Acknowledgment)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

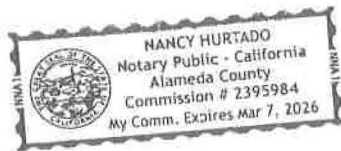
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Alameda }
On January 4, 2024 before me, Nancy Hurtado - Notary Public
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.



Place Notary Seal and/or Stamp Above

Signature Nancy Hurtado
Signature of Notary Public

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:

RESOLUTION NO. 2024-02

A RESOLUTION AUTHORIZING EXECUTION OF ALL RELATED CONTRACT AND BONDS DOCUMENTS

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

Resolved, that Gerardo Peinado has permission to be a signature of STRONGER BUILDING SERVICES.

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

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


Name

President
Title

(Affix Original Corporate Seal)

January 4, 2024
Date

(* Attach Original Notary Acknowledgment)

CALIFORNIA 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 }

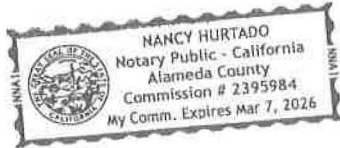
On January 4, 2024 before me, Nancy Hurtado - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Claudia Carrasco
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.



Place Notary Seal and/or Stamp Above

Signature Nancy Hurtado
Signature of Notary Public

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: _____

(14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

{SR684074}5

ATTACHMENT B

**INDEPENDENT CONTRACTOR STUDENT CONTACT FORM
FOR CONSTRUCTION CONTRACTS**

Note: This form must be submitted by Contractor before it may commence any work.

Contractor Firm Name: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

The Owner has determined that my employees, or that I as a sole proprietor, will have more than limited contact with students. Therefore, pursuant to Education Code section 45125.2, my firm will use the following methods to ensure student safety (check at least one):

- A physical barrier will be installed at the worksite to limit contact with pupils.
- I am not a sole proprietorship, and my employees will be continually monitored and supervised by one of my employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

- The Owner has agreed that my employees or sole proprietor will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

{SR684074}6

Dated: _____

Signature: _____

Typed Name: _____

Title: _____

Contractor: _____

OAKLAND UNIFIED SCHOOL DISTRICT
URBAN PROMISE ACADEMY
RE-ROOFING REPLACEMENT
PROJECT NO. 22142
March 16, 2024

{SR684074}7

FINGERPRINTING NOTICE &
ACKNOWLEDGING CERTIFICATE
DOCUMENT 00 43 00

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)


DOCUMENT 00 40 04

(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder 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. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> Stronger Building Services		<i>Federal ID Number (or n/a)</i> 27-3999990
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Claudia Carrasco - President		
<i>Date Executed</i> April 4, 2024	<i>Executed in</i> San Leandro, CA	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	

Printed Name and Title of Person Signing

Date Executed

OAKLAND UNIFIED SCHOOL DISTRICT
URBAN PROMISE ACADEMY
RE-ROOFING REPLACEMENT
PROJECT NO. 22142
March 16, 2024

IRAN CONTRACTING
DOCUMENT 00 40 04

{SR798838}

QUESTIONNAIRE REGARDING
QUALIFICATIONS AND EXPERIENCE
DOCUMENT 00 21 00

The Urban Promise Academy Re-Roofing Replacement Project Contract for the
Oakland Unified School District (“Owner”)

With its bid on this contract, each bidder must submit complete answers and information in response to the following questions and requests. Attach as many pages of explanation and documents as necessary.

1. If any information or answer submitted with your most recent prequalification application to the Owner is no longer complete or accurate, provide all additional information so that the information or answer is complete and accurate. (If you need a copy of your most recent prequalification application, please contact the Owner.)

2. Identify all public works contracts on which you have performed work over the last **5 years** where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract (but information already provided in your most recent prequalification application or in response to Question #1 above need not be repeated here):
 - a. The public agency owner, its design professional, and its construction manager.
 - b. The contact persons at the owner, the design professional, and the construction manager.
 - c. The name of project.
 - d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, lease-leaseback, etc.).
 - e. The date of the owner’s award of the contract to you.
 - f. The original scope of work in the contract.
 - g. The original contract price.
 - h. The original contract time for performance.
 - i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.
 - j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.
 - k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.
 - l. Any amounts withheld by owner from progress payments to you or release of retention to you, including the amount withheld and the each basis for the withholding.

OAKLAND UNIFIED SCHOOL DISTRICT
URBAN PROMISE ACADEMY
RE-ROOFING REPLACEMENT
PROJECT NO. 22142
March 16, 2024

QUESTIONNAIRE REGARDING
QUALIFICATIONS AND EXPERIENCE
DOCUMENT 00 21 00

m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.

n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.

o. A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.

p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.

3. Of the contracts identified in response to Question #2, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract:

a. Number of days from original completion deadline to full and final completion of your work on the project as required by the contract.

b. All reasons for the delay in completion, including delay for which you were responsible.

4. Of the contracts identified in response to Question #2, above, identify each contract where a Civil Wage and Penalty Assessment (“CWPA”) or Determination of Civil Penalty (“DCP”) was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that contract:

a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.

b. A copy of each CWPA and DCP.

c. Reasons for the issuance of each CWPA and DCP.

5. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:

a. _____

b. _____

6. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:

a. _____

b. _____

7. Of the contracts identified in response to Question #2, above, identify each contract where the public agency owner or one or more of its representatives for the contract are

contractually or legally prohibited from speaking to the Owner about any aspects of the contract, including the following information for each such contract:

a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner.

b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract.

c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract.

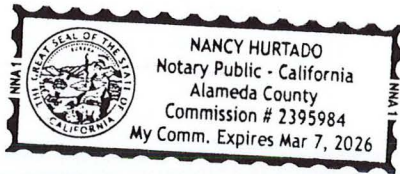
CALIFORNIA ACKNOWLEDGMENT

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 April 4, 2024 before me, Nancy Hurtado - Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Claudia Carrasco
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.



Place Notary Seal and/or Stamp Above

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

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: _____



Stronger Building Services

License # 955618

Email: strongerbuilding@yahoo.com

580 Harlan St., San Leandro, CA 94577

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

QUESTIONNAIRE REGARDING QUALIFICATIONS AND EXPERIENCE DOCUMENT 00 21 00

The Urban Promise Academy Re-Roofing Replacement Project Contract for the Oakland Unified School District ("Owner")

With its bid on this contract, each bidder must submit complete answers and information in response to the following questions and requests. Attach as many pages of explanation and documents as necessary.

1. If any information or answer submitted with your most recent prequalification application to the Owner is no longer complete or accurate, provide all additional information so that the information or answer is complete and accurate. (If you need a copy of your most recent prequalification application, please contact the Owner.)

No changes have been made in the company.

2. Identify all public works contracts on which you have performed work over the last **5 years** where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract (but information already provided in your most recent prequalification application or in response to Question #1 above need not be repeated here):
 - a. The public agency owner, its design professional, and its construction manager.
 - b. The contact persons at the owner, the design professional, and the construction manager.
 - c. The name of project.
 - d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, lease-leaseback, etc.).
 - e. The date of the owner's award of the contract to you.
 - f. The original scope of work in the contract.
 - g. The original contract price.
 - h. The original contract time for performance.
 - i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.
 - j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.
 - k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.
 - l. Any amounts withheld by owner from progress payments to you or release of

retention to you, including the amount withheld and the each basis for the withholding.
OAKLAND UNIFIED SCHOOL DISTRICT
URBAN PROMISE ACADEMY
RE-ROOFING REPLACEMENT
PROJECT NO. 22142
March 16, 2024
QUESTIONNAIRE REGARDING
QUALIFICATIONS AND EXPERIENCE
DOCUMENT 00 21 00
{SR798870}

m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.

n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.

o. A copy of any settlement agreement, change order, or other document (including email or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.

p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments

from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.

3. Of the contracts identified in response to Question #2, above, identify each contract where your work was not completed by the original completion deadline, including the following

information for each such contract:

a. Number of days from original completion deadline to full and final completion of your work on the project as required by the contract.

b. All reasons for the delay in completion, including delay for which you were responsible.

4. Of the contracts identified in response to Question #2, above, identify each contract where a Civil Wage and Penalty Assessment (“CWPA”) or Determination of Civil Penalty

(“DCP”) was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that

contract:

a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.

b. A copy of each CWPA and DCP.

c. Reasons for the issuance of each CWPA and DCP.

5. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:

a. _____

b. _____

6. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:

a. _____

b. _____

7. Of the contracts identified in response to Question #2, above, identify each contract

where the public agency owner or one or more of its representatives for the contract are
OAKLAND UNIFIED SCHOOL DISTRICT
URBAN PROMISE ACADEMY
RE-ROOFING REPLACEMENT
PROJECT NO. 22142
March 16, 2024
QUESTIONNAIRE REGARDING
QUALIFICATIONS AND EXPERIENCE
DOCUMENT 00 21 00
{SR798870}

contractually or legally prohibited from speaking to the Owner about any aspects of the contract,

including the following information for each such contract:

- a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner.
- b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract.
- c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract.

LOCAL BUSINESS ENTERPRISE PROGRAM
DOCUMENT 00 41 03

For the local business enterprise program please reference the following included documents:

- 1) Exhibit "A" Local, Small Local and Small Local Resident Business Enterprise Program
(17 pages)
- 2) Local/Small Local and Small Local Resident Business Enterprise Program
*** Must be included with bid forms
- 3) Supplement "E" Supplement Questionnaire for Certification
(2 Pages)
*** Must be included with bid forms

END OF DOCUMENT

SCHEDULE Z
DOCUMENT 00 52 00

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

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

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

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

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

Stronger Building Services
Company Name


Signature of Authorized Representative

580 Harlan St., San Leandro, CA
Address

Claudia Carrasco
Type or Print Name

510 487-8363
Area Code Phone

4/4/2024
Date

Gerardo Peinado.
Type or Print Name

END OF DOCUMENT

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: **Urban Promise Academy Re-Roofing Replacement**

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

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

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

Date: April 4, 2024

Proper Name of Bidder: Stronger Building Services

Signature: 

Print Name: Claudia Carrasco

Title: President

END OF DOCUMENT

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN
BUSINESS ENTERPRISE PARTICIPATION**

DOCUMENT 00 41 00

To be completed by the Prime Bidder

PAGE 1 OF 2

PART I – IDENTIFICATION INFORMATION		
BIDDER'S NAME <i>Stronger Building Services</i>	BUSINESS ADDRESS <i>580 Harlan St., San Leandro, CA</i>	TELEPHONE NUMBER <i>(510) 487-8363</i>
SCHOOL DISTRICT <i>San Leandro Unified School District</i>	COUNTY <i>Alameda</i>	APPLICATION NO.
<p>PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.</p> <p>NOTE: <i>Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.</i></p>		
YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).</i>	
B. <input type="checkbox"/> <i>is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
C. <input type="checkbox"/> <i>is not Disabled Veteran owned</i>	<i>will use DVBE subcontractors/ suppliers for at least 3 percent of this contract</i>	
D. <input checked="" type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>

Note: An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL – *Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by **non-DVBE** firms. Note: This line is the sum of the prime and subcontractor(s) **non-DVBE** dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district’s acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier	SEE ATTACHED					
1.						
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE						
E. Total Bid						

OAKLAND UNIFIED SCHOOL DISTRICT
URBAN PROMISE ACADEMY
RE-ROOFING REPLACEMENT
PROJECT NO. 22142
{SR798826}

DVBE PARTICIPATION CERTIFICATE
DOCUMENT 00 41 00

PRIME BIDDER GOOD FAITH EFFORT WORKSHEET
DOCUMENT 00 41 01

This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal

PAGE 1 OF 2

BIDDER'S NAME Stronger Building Services	BUSINESS ADDRESS 580 Harlan St., San Leandro, CA 94577	CONTACT PERSON Claudia Carrasco
TELEPHONE NUMBER (510) 487-8363	OWNER Oakland Unified School District	COUNTY Alameda

GENERAL INSTRUCTIONS:

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

PART I – CONTACTS

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx	(916) 375-4940		
3. DVBE Organizations (<i>List</i>):			
SEE ATTACHED			
4. Write "recorded message" in this column, if applicable.			

PART II – ADVERTISEMENTS You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm’s name, your firm’s contact person, and phone number.

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	
SEE ATTACHED			

PART III – DVBE SOLICITATIONS List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDS.
Was not selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	


DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	YES	NO		
SEE ATTACHED				

IMPORTANT NOTE:

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, Claudia Carrasco certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER 	DATE <u>April 4, 2024</u>
---	------------------------------

Contractor Information

Legal Entity Name
STRONGER BUILDING SERVICES
Legal Entity Type
Corporation
Status
Active
Registration Number
1000002136
Registration effective date
7/7/2022
Registration expiration date
6/30/2025
Mailing Address
580 HARLAN ST. SAN LEANDRO 94577 CA United States of America
Physical Address
580 HARLAN ST. SAN LEANDRO 94577 CA United States of America
Email Address
Trade Name/DBA
License Number(s)
CSLB:955618

Registration History

Effective Date	Expiration Date
5/15/2018	6/30/2019
5/8/2017	6/30/2018
5/4/2016	6/30/2017
6/23/2015	6/30/2016
10/22/2014	6/30/2015
7/1/2019	6/30/2022
7/7/2022	6/30/2025

Legal Entity Information

Corporation Number:
President Name:
Claudia Chavez
Vice President Name:
Treasurer Name:
Gerardo Peinado
Secretary Name:
Gerardo Peinado
CEO Name:

Agent of Service Name:
Gerardo Peinado
Agent of Service Mailing Address:
580 Harlan St San Leandro 94577 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current workers compensation insurance information below:

PEO Information	Name	Phone	Email
-----------------	------	-------	-------

Insured by Carrier

Policy Holder Name:STRONGER BUILD90805552014ING SERVICES**Insurance Carrier:**STATE COMPENSATION INSURANCE FUND
Policy Number:914.166220152**Inception date:**12/2/2015**Expiration Date:**12/2/2022

A. Proofs of Good Faith Effort Bid Notice Advertisements

Publication: Compliance News Trade Journal

Published On: 03-27-2024 @ 03:45 PM PST

Expires On: 04-04-2024 @ 02:30 PM PST

Published At: <https://www.compliancencenews.com/trade-journal-detail/1/6272>

TRADE JOURNAL

Stronger Building Services

is seeking certified and qualified DVBE subcontractors and/or suppliers to provide Roofing, Rough Carpentry, Painting

PROJECT NAME:

Urban Promise Academy Re-Roofing Replacement

CONTRACT #:

PROJECT NO. 22142

AWARDING AGENCY:

Oakland Unified School District

PROJECT LOCATION:

3031 E 18th Street, Oakland, California, 94601

DUE DATE:

04-04-2024 at 02:30 PM

PROJECT DETAILS:

Not Available

OUTREACH COORDINATOR:

Claudia Carrasco

TELEPHONE:

(510) 487-8363

FAX:

(510) 487-8246

ADDRESS:

580 Harlan St. San Leandro, CA, 94577

EMAIL:

claudia@strongerbuilding.com

A. Proofs of Good Faith Effort Bid Notice Advertisements

Publication: Compliance News Trade Journal

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Oakland Unified School District

PROJECT LOCATION:

3031 E 18th Street, Oakland, California, 94601

DUE DATE:

04-04-2024 at 02:30 PM

PROJECT DETAILS:

Not Available

OUTREACH COORDINATOR:

Claudia Carrasco

TELEPHONE:

(510) 487-8363

FAX:

(510) 487-8246

ADDRESS:

580 Harlan St. San Leandro, CA, 94577

EMAIL:

claudia@strongerbuilding.com

The Stronger Building Services Good Faith Effort advertisement has been published in both the Compliance News Internet and Hard-Copy publications (located online at: <http://www.compliancencnews.com>). The undersigned declares: I am over the age of 18 years and a citizen of the United States of America. I am the principal publisher of the Compliance News Trade and Focus Journal in the United States of America. The notice a true copy of which is attached was published on 03-27-2024 at 03:45 PM PST. I declare under penalty of perjury that the foregoing is true and correct.



J.H. Sprague

Copyright 2021 Compliance News Business License Account #BU21911074 All Rights Reserved

Publication: Compliance News Focus Journal

Published On: 03-27-2024 @ 03:45 PM PST

Expires On: 04-04-2024 @ 02:30 PM PST

Published At: <https://www.compliancencenews.com/focus-journal/6272>

FOCUS JOURNAL

Stronger Building Services

is seeking certified and qualified DVBE subcontractors and/or suppliers to provide Roofing, Rough Carpentry, Painting

PROJECT NAME:

Urban Promise Academy Re-Roofing Replacement

CONTRACT #:

PROJECT NO. 22142

AWARDING AGENCY:

Oakland Unified School District

PROJECT LOCATION:

3031 E 18th Street, Oakland, California, 94601

DUE DATE:

04-04-2024 at 02:30 PM

OUTREACH COORDINATOR:

Claudia Carrasco

TELEPHONE:

(510) 487-8363

FAX:

(510) 487-8246

ADDRESS:

580 Harlan St. San Leandro, CA, 94577

EMAIL:

claudia@strongerbuilding.com

PROJECT DETAILS:

Not Available

The Stronger Building Services Good Faith Effort advertisement has been published in both the Compliance News Internet and Hard-Copy publications (located online at: <http://www.compliancencnews.com>). The undersigned declares: I am over the age of 18 years and a citizen of the United States of America. I am the principal publisher of the Compliance News Trade and Focus Journal in the United States of America. The notice a true copy of which is attached was published on 03-27-2024 at 03:45 PM PST. I declare under penalty of perjury that the foregoing is true and correct.



J.H. Sprague

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Tweet Proof

Publication: Compliance News Twitter Page

Published On: 03-27-2024 03:45 PM PST

Published At: https://twitter.com/news_compliance



Compliance News
@compliance_news

Stronger Building Services is looking for DVBE in Oakland, California
compliancenews.com/trade-journal-...

B. Awarding Department Contact Instructions

Many Good Faith Efforts may require the bidding contractor to CALL the awarding department or owner and talk with their Outreach coordinator.
SEE YOUR CONTRACT DOCUMENTS FOR THIS TELEPHONE NUMBER. Call it and record the result below.

Awarding Department Contact Action :

Stronger Building Services contacted the awarding department issuing this contract at (tel number) _____ at (time) _____ on (date) _____ and discussed the Good-Faith Effort with (Awarding Department Contact) _____

Remarks: (left message, etc.) _____

Phone call was made by Prime Contractor Rep. _____
(Name/Signature)

C. Federal, State, & Local Agency Databases Accessed

Federal Agency: System for Award Management (SAM) at <https://www.sam.gov/SAM/> at 03:45 PM PST on 03-27-2024

Federal Agency: SBA PRO-Net Database https://dsbs.sba.gov/search/dsp_dsbs.cfm at 03:45 PM PST on 03-27-2024

State Agency: Department of General Services (DGS) Cal eProcure at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx> at 03:45 PM PST on 03-27-2024

State Agency: California's Unified Certification Program (CUCP) at <https://ucp.dot.ca.gov/licenseForm.htm> at 03:45 PM PST on 03-27-2024

State Agency: B2Gnow powered California Unified Certification Program at <https://californiaucp.dbesystem.com> at 03:45 PM PST on 03-27-2024

Local Referral Organization: DVBE Resource Center at <http://www.dvbe.net> at 03:45 PM PST on 03-27-2024

Referral Organization: Compliance News at <http://www.compliancencnews.com> at 03:45 PM PST on 03-27-2024

D. Summary of Firms Sent Bid Invitations

Company Name: JOSEPH MURPHY CONSTRUCTION INC
Address: 3160 Crow Canyon Road 230, San Ramon, CA, USA, 94583
Phone : 9257353000
Fax: 9253710277
Email: joseph@jmcgc.com
Work Categories: ROOFING,COMMERCIAL,INSULATION
Work Codes: NAICS: N/A

UNSPSC:
72121000,72121100,72121400,72121500,72151100,72151200,72151300,72151500,72151900,72152000,72152100,72152300,72152400,72152500,72152600,72153200,72153600,72154000

NGIP: N/A

Company Name: CSRW Inc,
Address: 7602 NATIONAL DR., LIVERMORE, CA, USA, 94550
Phone : 9257242324
Fax: 9257242328
Email: jason@alliedsvcs.com
Work Categories: General,remodeling,leak,roof,waterproofing,roofing,contracting
Work Codes: NAICS: N/A

UNSPSC: 72101500,72102900,72111100,72121000,72121100,72152600,72154000,73181100

NGIP: N/A

Company Name: PATRIOT CONSTRUCTION INC
Address: 4646 QANTAS LN STE B4, STOCKTON, CA, USA, 95206-4982
Phone : 2099829900
Fax: 2092495301
Email: chris@patriotbuilds.com
Work Categories: GENERAL,SHELVING INSTALLATION,HANEL STORAGE SYSTEMS,SNAP-ON,RUBBERMAID,HP,GRAINGER,3M,SERVICES,JANITORIAL,PLUMBING,FILTERS,ELECTRICAL,TIRES,HARDWARE,HVAC,JANSAN,OFFICE,EQUIPMENT,HEALTHCARE,SAFETY,MRO/TOOLS,PRICING,PRE-NEGOTIATED,INDUSTRIAL SUPPLIES,MATS,JANITORIAL,COMPUTER,CALENDARS,REMANUFACTURED,RECYCLED,SUPPLIES,OFFICE,FURNITURE,PRINTERS,COPIERS,MACHINES,FAX,PENCIL,PAPER,PENS,BOOKCASE,CABINET,FILE,DESKS,CHAIRS,TONER,TONERS,BUSINESS,,SMALL,DVBE,INSTITUTIONAL,COMMERCIAL,INDUSTRIAL,CABINETS,FLOORING,WATERPROOFING,INSULATION,PLUMBING,ELECTRICAL,HVAC,ROOFING,HOSPITAL,RENOVATION,REMODEL,CONSTRUCTION,CONTRACTOR,BUILDING
Work Codes: NAICS: N/A

UNSPSC:
25172100,42000000,43222503,46151600,46170000,46171610,46171623,72111100,72121000,72121100,72121200,72121300,72121400,72121500,72141000,72141100,72141300,72141400,72141600,72141700,72141701,72141702,72151000,7215

NGIP: N/A

Company Name: BJS CUSTOM PAINTING
Address: 3570 BLANCHETTE WAY, RANCHO CORDOVA, CA, USA, 95670
Phone : 9168698961
Fax: Not Available
Email: bjscustom@gmail.com
Work Categories: Painting, Painting Services, Paint
Work Codes: NAICS: N/A

UNSPSC: 73181104,86131502

NGIP: N/A

Company Name: AVIATE ENTERPRISES, INC.
Address: 5844 PRICE AVE., McCLELLAN, CA, USA, 95652
Phone : 916.993.4000
Fax: 916.993.4010
Email: sales@aviateinc.com
Work Categories: OFFICE SUPPLIES,STORAGE,TOOL KITS,MACHINERY,TIRES,COPY PAPER,DOORS,BALLASTS,ABSORBENTS,MONITORS,COMPUTERS,LIGHTING,BOILERS,SHEET METAL,GOLF CARTS,ADHESIVES,PRIMERS,PIPES,FILTERS,ROOFING MATERIALS,PUMPS,INK TONER,PRINTERS,MEDICAL SUPPLIES,FLOOR SCRUBBERS,WORKSTATIONS,FORKLIFTS,NASPO GRAINGER,BOOMLIFTS,MEDICAL EQUIPMENT,KITCHEN APPLIANCES,FURNITURE,JANITORIAL SUPPLIES,HPE,FIREFIGHTING EQUIPMENT,SAFETY APPAREL,SOFTWARE,HVAC,LAB EQUIPMENT,VALVES,PAINTS,TOOLS,ELECTRICAL WIRE,WATER TREATMENT

Work Codes: NAICS: N/A

UNSPSC:

12164903,20102306,20121612,22101800,22101802,22101803,22101804,24101603,24101604,24101617,24101629,25101912,25174100,30151500,30151605,40101825,40101826,40142008,40151510,40151572,41104007,41104023,41104200,4111

NGIP: N/A

Company Name: AVIATE ROOFING, FLOORING AND CONSTRUCTION MATERIALS, INC.
Address: 5840 PRICE AVE., McCLELLAN, CA, USA, 95652
Phone : 9169934000
Fax: 9169934010
Email: DEVINE@AVIATEINC.COM
Work Categories: ROOFING,MACHINERY,TOOLS,PAINTS,HVAC,DOORS,BOILERS,PUMPS,FORKLIFTS,WATER TREATMENT,BOOMLIFTS

Work Codes: NAICS: N/A

UNSPSC:

12164903,20121612,22000000,22100000,22101500,22101501,22101502,22101504,22101505,22101507,22101508,22101509,22101511,22101513,22101514,22101516,22101518,22101519,22101520,22101521,22101522,22101523,22101524,2210

NGIP: N/A

Company Name: Amstar Construction Services
Address: 2347 Gold River Dr Unit C, Rancho Cordova, CA, USA, 95670
Phone : 9162609454
Fax: Not Available
Email: rich@amstardvbe.com
Work Categories: supplies,door,window,siding,Interior,insulation,stone,masonry,preparation,structural,steel,suppression,fire,insulation,glass,fencing,management,supply,procurement,preparation,nonresidential,facility,painting,detention,residential,flooring,floor,demolition,demolish,compliance,ceiling,services,water,containment,storm,building,disabled,ada,bathroom,specialize,industrial,modify,upgrade,sheetrock,framing,warehouse,paving,lighting,walls,wall,conditioning,industrial,office,electrical,public,concrete,build,roofing,air,hvac,construction

Work Codes: NAICS: N/A
UNSPSC:
30191600,31251500,72000000,72100000,72101500,72103100,72103300,72110000,72111000,72111100,72120000,72121000,72121100,72121200,72140000,72141000,72141300,72141400,72141500,72141700,72151100,72151200,72151300,7215

NGIP: N/A

Company Name: SANTORO TRANSPORTATION INC
Address: PO BOX 6166, SALINAS, CA, USA, 93912
Phone : 8317689799
Fax: Not Available
Email: t.santoro@santorotrans.com
Work Categories: TRUCKING, ,dryvan,dry-van,dry van, van,curtain van,cables,recycling,keystone,blocks,brick,hicube,hi-cube,hi cube,highcube,high-cube,high cube,railroad,hardscape,pavers,stone,rail,intermodal,carboard,pallets,pea gravel,gravel,compost,timber,lumber,decorative rock,lava rock,walking floor,walking-floor,walking floor,livefloor,live-floor,live floor,bark,saw dust,refrigerated,decomposed granite,D.G.,concrete pipe,pipe,steel rolls,rolled steel,steel coils,coiled steel,steel,fork lift,concrete,flagstone,grapes,vineyard,cable,wire spools,underground utilities,roofing materials,forestry,case goods,dry freight,bulk sand,specialty sand,plaster sand,sand,krail,k-rail,k rail,building materials,road materials,drainrock,drain rock,baserock,base rock,boulders,boulder,rock,aggregate,drayage,export,import,off haul,wildland,fire-support,fire support,doubles,flats,flat,flat-rack,flat rack,flatrack,flat bed,flat-bed,flatbed,drop deck,drop-deck,dropdeck,step deck,step-deck,stepdeck,equipment,heavy,heavy equipment transport,transport,heavy haul,low boy,low-boy,lowboy,air ride,forwarding,freight forward,forward,truck load,trucks,intrastate,interstate,OTR,long haul,local,logistical support,logistic service,logistic,logistics,transportation service,transfer,cargo,freight,Truck,TRANSPORTATION,HAULING

Work Codes: NAICS: N/A
UNSPSC: 78101800
NGIP: N/A

Company Name: Green Ramp Group LLC
Address: 210 Magnolia Ave. Suite #4, Auburn, CA, USA, 95603
Phone : 8005891680
Fax: 8005891680
Email: quotes@greenrampgroup.com
Work Categories: Software,Metraflex,Victaulic,Spirax/Sarco,GE,Frigidaire,Samsung,Appliances,Isolation gowns,McKesson,Medline,GeoSystems,Office Depot,Polaris,Taylor-Dunn,ULINE,Hilti,Brother,Lorex,Celestial Software,Electrical Supplies,Funeral Supplies,Microsoft,Sophos,IBM,Blue Jeans,Cisco,Adobe,DELL,Surgical Supplies,Locks,Safes,Plumbing Supplies,Sanitation Supplies,Janitorial Supplies,Food Service Supplies,Grainger,Norelco,Dustrak,Weather Instruments,Mapping Equipment,Surveying Equipment,Personal Protective Equipment,Outdoor Gear,Fire and Rescue,Lab Products,Forestry

Equipment, LOCKERS, GEARS, POWER
TOOLS, ABSORBANT, KLEENEX, STEEL, METALS, TELEPHONE, TOILET, ROLLER, FIXTURE, RESTROOM, SOAP, REFRIGERATOR, GENERATOR, PIPE, SAFETY, THERMOSTAT, Roofing Supplies, MACHINERY, VALVE, CONSTRUCTION SIGNS, BAGS, LATEX, VENTILATION, CLEANER, VARIDESK, DESK, BOILER, WASHER, DRYER, AIR, CIRCULATION, CONDITIONING, HARDWARE, Kitchen Equipment, Transformers, Boilers & Repair Parts, Water Heaters, Motors, Pumps, Cables, Pipes, Fixtures, Valves, Safety Equipment, HVAC, Plumbing Wholesale, Plumbing Supplier, Industrial Supplies, Office Furniture, Office Supplies, Roofing materials, siding, primer, finishes, Paint, building materials, instrument, medical instruments, Bid Preparation, Proposal Preparation, Medical Supply, Supplies, Green, Information Technology, Technology, Materials, Equipment

Work Codes: NAICS: N/A

UNSPSC:

25172502, 25172503, 25172504, 25172505, 25172506, 25172507, 25172508, 25172509, 25172510, 25172511, 25172512, 25172513, 26111600, 26111601, 26111602, 26111603, 26111604, 30000000, 30100000, 30101500, 30101501, 30101502, 30101503, 3010

NGIP: N/A

Company Name: PEGGY S BROOKS COMPANY INC
Address: PO Box 5697, AUBURN, CA, USA, 95604
Phone : 800.959.4107
Fax: 800.959.4107
Email: patrick@brookscsco.com

Work Categories: INDUSTRIAL, RAIL, FENCE, SAFETY, TUBE, PIPE, SIGN, CONSTRUCTION, CONE, TRAFFIC, CABINET, LOCKER, BENCH, WORK, TOOL, BRUSHES, BRUSH, PAINTING, PUMP, GENERATOR, REFRIGERATOR, THERMOSTAT, CCTV, SHINGLE, SIDING, ROOFING, PLYWOOD, BIN, BINS, FOAM, TRANSISTOR, MACHINERY, MACHINE, SANITIZER, SOAP, TAMPON, NAPKIN, FEMININE, RESTROOM, LAUNDRY, VALVE, ELECTRICAL, ELECTRIC, CONDITIONER, CONDITIONING, CIRCULATION, AIR, OVEN, STOVE, DISHWASHER, DRYER, WASHER, APPLIANCE, SCREWS, NAILS, BOILER, BOILER PARTS, WIRE, CABLE, INK, PRINTER, STEAMER, TRAY, ROLLER, TAPE, POLISH, FASTENER, EQUIPMENT, FIXTURE, LIGHT, LIGHTBULB, LIGHTING, TRANSFORMER, HEAT, TOOL, DESK, CHAIR, OFFICE, FURNITURE, CARPET, PLASTIC, TRASH, LINER, KEY, PADLOCK, LOCK, HINGE, WRINGER, BUCKET, MOP, TOWEL, BROOM, MOP, BLEACH, CLEANER, CLEAN, VACUUM, TISSUE, TOILET, PAPER, ROPE, CHAIN, PRAYER, BEAD, ROSARY, BELT, SWITCHES, CONDUIT, SIGNAGE, MOWER, VEST, SHELVES, SHELVING, SHELF, TELEPHONE, PHONE, CARD, GAME, TARP, BRUSH, PRIMER, COIL, FILTERS, CHEMICAL, VENTILATION, TIMBER, WOOD, METAL, METALS, FLOORING, FLOOR, WET FLOOR, WINDEX, BOTTLE, STEEL, STAINLESS, POWER, CORD, EXTENSION, EXTRACTOR, SEAT, LADDER, PAD, BRICK, GRILL, BRICK, BATHROOM, SEALANT, WAX, EMZYNE, SPRAYER, KLEENEX, RAG, SHOP, SHOP-VAC, SCRUBBER, SCRUB, CART, CLIP, NAPKIN, GALLON, NITRILE, LATEX, GLOVES, KNIFE, SCRAPING KNIFE, BOWL, BAGS, AJAX, ABSORBANT, CANDLE, GEAR, GEARS, GUARDRAILS, REBAR, FENCING, TRAFFIC SAFETY SIGNS, PIPES, CONSTRUCTION SIGNS, TRAFFIC CONES, CABINETS, LOCKERS, WORKBENCHES, TOOLS, POWER, GLASS, PAINT, REFRIGERATION, THERMOSTATS, VALVES, HEATING, PLUMBING, HARDWARE, HVAC, LUMBER

Work Codes: NAICS: N/A

UNSPSC:

24102100, 26120000, 27110000, 30171700, 30180000, 31211500, 39120000, 39121700, 40100000, 40101600, 40170000, 47120000, 47130000, 47131700, 48101600, 56111905

NGIP: N/A

E. Proofs of Email Bid Invitations

Attn: JOSEPH MURPHY CONSTRUCTION INC
3160 Crow Canyon Road 230
San Ramon, CA, 94583

INVITATION TO BID

Stronger Building Services is seeking certified and qualified DVBE subcontractors and/or suppliers for:

PROJECT NAME: Urban Promise Academy Re-Roofing Replacement

Awarding Agency: Oakland Unified School District

CONTRACT #: PROJECT NO. 22142

LOCATION: Oakland, California, 94601

DUE DATE: 04-04-2024 at 02:30 PM

Quotes are needed for:

Roofing, Rough Carpentry, Painting

See the entire bid invitation at: <https://www.compliancenews.com/trade-journal-detail/1/6272>

LET US KNOW IF YOU PLAN TO BID

Email: claudia@strongerbuilding.com

Tel: (510) 487-8363

Fax: (510) 487-8246

Stronger Building Services is an Equal Opportunity Employer and intends to seriously negotiate with certified and qualified subcontractors and/or suppliers for project participation.

This solicitation was sent to you by Compliance News on behalf of Stronger Building Services.

For more information about DBE, M/WBE, SBE, Vet Biz and other bid opportunities visit the Compliance News: <https://compliancenews.com/> or follow us on twitter: https://twitter.com/news_compliance

Attn: CSRW Inc,
7602 NATIONAL DR.
LIVERMORE, CA, 94550

INVITATION TO BID

Stronger Building Services is seeking certified and qualified DVBE subcontractors and/or suppliers for:

PROJECT NAME: Urban Promise Academy Re-Roofing Replacement

Awarding Agency: Oakland Unified School District

CONTRACT #: PROJECT NO. 22142

LOCATION: Oakland, California, 94601

DUE DATE: 04-04-2024 at 02:30 PM

Quotes are needed for:

Roofing, Rough Carpentry, Painting

See the entire bid invitation at: <https://www.compliancencenews.com/trade-journal-detail/1/6272>

LET US KNOW IF YOU PLAN TO BID

Email: claudia@strongerbuilding.com

Tel: (510) 487-8363

Fax: (510) 487-8246

Stronger Building Services is an Equal Opportunity Employer and intends to seriously negotiate with certified and qualified subcontractors and/or suppliers for project participation.

This solicitation was sent to you by Compliance News on behalf of Stronger Building Services.

For more information about DBE, M/WBE, SBE, Vet Biz and other bid opportunities visit the Compliance News: <https://compliancencenews.com/> or follow us on twitter: https://twitter.com/news_compliance



Myra Segovia <myra.segovia@ousd.org>

Fwd: [EXTERNAL] LBU Calculations - Urban Promise Academy - Re-Roofing Project

1 message

Kenya Chatman <kenya.chatman@ousd.org>
To: Myra Segovia <myra.segovia@ousd.org>

Fri, May 10, 2024 at 3:52 PM

Ms. Kenya Chatman
Executive Director of Facilities

sent from mobile device

----- Forwarded message -----

From: **Kenya Chatman** <kenya.chatman@ousd.org>
Date: Thu, Apr 25, 2024, 3:47 PM
Subject: Re: [EXTERNAL] LBU Calculations - Urban Promise Academy - Re-Roofing Project
To: Tiffany Knuckles <tiffany@360tcpr.com>
Cc: JUANITA HUNTER <juanita.hunter@ousd.org>, Colland Jang <colland.jang@ousd.org>, DAVID COLBERT <david.colbert2@ousd.org>, Pranita Ranbhise <pranita.ranbhise@ousd.org>, NICOLE WELLS <nicole.wells@ousd.org>, Shonda Scott <shonda@360tcpr.com>, Shonnell Frost-Gibbs <shonnell.frostgibbs@ousd.org>, Blake Brown <blake@360tcpr.com>

Hi Tiffany

Due to the timing of this project and understanding that the contractor didn't meet the local utilization requirements, I would like to proceed with this project.

Thanks
Kenya

On Tue, Apr 23, 2024 at 11:12 AM Tiffany Knuckles <tiffany@360tcpr.com> wrote:
Good Morning Juanita and Colland,

Attached, please see findings and associated LBU Calculations Worksheet re:

Site: Urban Promise Academy
Project Name: Re-Roofing Project

Findings:

Based on the Local Business Utilization (LBU) information received, **there are no responsive submissions at this time**, as submitting firms did not meet the minimum OUSD LBU requirements.

Please do not hesitate to contact me with any questions and/or concerns.

Thank you,

--



Tiffany Knuckles
Community Relations Manager
360 Total Concept Inc.
www.360tcpr.com
510.473.5603 (Direct) | 510.836.0360 (Office)

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you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.

--

Kenya Chatman

Executive Director of Facilities

Every Student Thrives!

www.OUSD.org

v) [510-879-1307](tel:510-879-1307)

f) 510 535-7042

m) [510-500-5630](tel:510-500-5630)

955 High Street

Oakland, CA 94601

kenya.chatman@ousd.org

OUSD - LBU Verification Calculations & Analysis



Oakland Unified School District
L/SL/RBE Verification
Calculations & Analysis Worksheet

Site: Urban Promise Academy
Project Name: Re-Roofing Project
Project Number: 22142

Submittal From	Prime/Sub	Proposed S/LBE Status	LBP Credit Given	Proposed L/SL/RBE Contract Amount	Proposed Contract %	50% LBU Requirement Met	LBU Bid Discount (% and Dollar Amount)	Notes					
Stronger Building Services	N/A	n/a	n/a		0.00%	NO		No LBU Certification Information Provided					
					0.00%								
					0.00%								
					0.00%								
					0.00%								
Total Proposed Contract Amount:					\$1,190,000.00								
Total Proposed LBU Participation:					\$0.00	0.00%	0.00%	SLRBE %	0.00%	SLBE %	0.00%	LBE %	0.00%
Base Bid (With Discount)					\$1,190,000.00		\$0.00	This firm does not meet the minimum OUSD LBU requirements.					

LBU Justification

- LBU Requirement:** The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize up to 25% LBE participation.
- LBU Modification -** Based on the availability analysis conducted for this specific RFP/Q, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFP/Q and can be met with 50% cumulative local business participation utilization (inclusive of SLBE and/or LBE participation.)
- LBU Complete Waiver -** The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or LBE requirement for this contract.

Responsive:
Based on the LBU Participation Worksheet, the Compliance Team finds the following firms responsive and eligible for contract award.

N/A

Shonnell Frost-Gibbs
Approval - LBU Compliance Officer

Non Responsive:
Based on the LBU Participation Worksheet, the Compliance Team finds the following firms nonresponsive and ineligible for contract award.

Stronger Building Services



Prepared by 360 Total Concept
LBU Calculations - Urban Promise Academy - Re-Roofing Project - 4.9.24
Construction Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2024

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

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

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: Chris Kelley PHONE (A/C, No, Ext): 415-402-6521 E-MAIL ADDRESS: ckelley@woodruffswayer.com	FAX (A/C, No): 415-989-9923	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Stronger Building Services 580 Harlan St. San Leandro, CA 94577	INSURER A : State Compensation Insurance Fund of CA		35076
	INSURER B : Valley Forge Insurance Company		20508
	INSURER C : Continental Insurance Company		35289
	INSURER D : American Casualty Company of Reading		20427
	INSURER E : Hanover Insurance Company		22292
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1511781564

REVISION NUMBER:

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

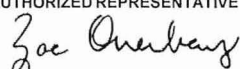
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7014664753	3/23/2024	3/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7014664736	3/23/2024	3/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7036851709	3/23/2024	3/23/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	91416622023	12/2/2023	12/2/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Installation Floater			RHFA549404010	3/23/2024	3/23/2025	Per Location Limit: \$1,800,000*

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

Re: Project: Urban Promise Academy Re-Roofing. Oakland Unified School District, Contractor, the Owner and the Architect are additional insured, on a primary, non-contributory basis, per the attached endorsements. Waiver of Subrogation is applicable per the attached endorsements. Policies contain a 30-day notice of cancellation, 10-day notice of cancellation for non-payment of premium.

*Installation Floater excludes earthquake and flood coverage.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 955 High St. Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS.

REP 31
91416622023
RENEWAL NA
5-60-67-82

HOME OFFICE
SAN FRANCISCO

EFFECTIVE DECEMBER 2, 2023 AT 12.01 A.M.
AND EXPIRING DECEMBER 2, 2024 AT 12.01 A.M.

PAGE 1 OF 1

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

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

NOVEMBER 20, 2023

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Urban Promise Academy Re-Roofing Project	Site	236
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Basic Directions

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

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

Contractor Name	Stronger Building Services	Agency's Contact	Claudia Carrasco				
OUSD Vendor ID #	004110	Title					
Street Address	580 Harlan Street	City	San Leandro	State	CA	Zip	94577
Telephone	510-487-8363	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	22147						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-06-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	08-05-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$1,275,000.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9750/	Fund 21, Measure Msr J & Msr Y	210-9655-0-9907-8500-6271-236-9180-9906-9999-22142	6271	\$1,275,000.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature	Date Approved	May 17, 2024		
2.	General Counsel, Facilities				
	Signature	Date Approved	5/17/24		
3.	Chief Systems & Service Officer, Facilities Planning and Management				
	Signature	Date Approved	5-16-24		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			