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| Board Office Use: Legislative File Info. | |
| File ID Number | 15-0875 |
| Introduction Date | 5-27-2015 |
| Enactment Number | 15-0700 |
| Enactment Date | 5/27/15 OA |



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education MST
 By: Mia Settles-Tidwell, Chief Operations Officer
 LJS Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date May 27, 2015

Subject Award of Bid - Asbestos Management Group of California - Foster Central Commissary Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-1114, Award of Bid and Construction Contract on behalf of the District for the Foster Central Commissary Project to ASBESTOS MANAGEMENT GROUP OF CALIFORNIA, 3438 HEKLEN STREET, OAKLAND, CA 94608 in the amount of \$152,585.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: One hundred seven (107) days Calendar Days, commencing June 1, 2015, and ending on September 15, 2015.

Background The scope of the work is to provide removal of hazmat materials from the existing Foster Building site.

Discussion Prior to demolition of the Foster School, the removal of the hazmat material is a pre-request.

LBP (Local Business Participation Percentage) 0.00% (Specialty Service)

Recommendation Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-1114, Award of Bid and Construction Contract on behalf of the District for the Foster Central Commissary Project to ASBESTOS MANAGEMENT GROUP OF CALIFORNIA, 3438 HEKLEN STREET, OAKLAND, CA 94608 in the amount of \$152,585.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: One hundred seven (107) days Calendar Days, commencing June 1, 2015, and ending on September 15, 2015.

Fiscal Impact Measure J

Attachments

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



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

RESOLUTION NO. 1415-1114

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
FOSTER CENTRAL COMMISSARY PROJECT**

WHEREAS the DISTRICT has heretofore requested bids includes the removal of hazmat materials from the existing Foster Building for the Oakland Unified School District of Alameda County, California; and;

WHEREA two (2) bids were provided via Division of Facilities Planning and Management in response to the said request as follows:

| Contractor: | Location | Bid Amount |
|--------------------------------|-----------------|-------------------|
| Asbestos Management Corp. | Oakland, CA | \$152,585.00 |
| Bayview Environmental Services | Oakland, CA | \$188,800.00 |

and,

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



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

RESOLUTION NO. 1415-1114

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
FOSTER CENTRAL COMMISSARY PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **ASBESTOS MANAGEMENT GROUP OF CALIFORNIA**, for the performance of the bid work, in the amount of **ONE HUNDRED FIFTY-TWO THOUSAND, FIVE HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS (\$152,585.00)** be and is hereby accepted; all other bids are rejected, if any; and

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

Passed by the following vote:

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

NOES: None

ABSTAINED: None

ABSENT: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on May 27, 2015.

File ID Number: 15-0875
Introduction Date: 5/27/15
Enactment Number: 15-0700
Enactment Date: 5/27/15
By: oiz

Antwan Wilson, Superintendent and Secretary, Board of Education

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 8th day of April, 2015, by and between the Oakland Unified School District ("District" or "Owner") and Asbestos Management Group of California ("Contractor") ("Agreement").

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

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

PROJECT: Foster Central Commissary

PROJECT NO.: 13133

RESOLUTION NUMBER: 1415-1114

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

2. The Contract Documents:

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

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

- 3. Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within One hundred seven (107) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A

schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by September 15, 2015**

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

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type Class A-586844 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

One hundred thirty-two thousand, five hundred eighty-five dollars and no cents

(\$132,585.00), (Base Contract Amount)

+ Twenty thousand dollars and no cents

(\$20,000.00), (Contingency Allowance Amount)

= One hundred fifty-two thousand, five hundred eighty-five dollars and no cents

(\$152,585.00), ("Contract Price")

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
- b. The Contract Price shall be paid in lawful money of the United States.
- c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

15. **Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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

 4-27-2015
Susie Butler-Berkley
Contract Analyst

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

Dated: _____, 20____

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____

Print Name: James Harris

Print Title: President, Board of Education

By: _____

Print Name: Antwan Wilson, Superintendent

Print Title: Secretary, Board of Education

By: _____

Print Name: Lance Jackson

Print Title: Interim Deputy Chief
Facilities, Planning and Management

Dated: APRIL 14, 2015

**Asbestos Management Group
of California, Inc. CONTRACTOR**

By: _____

Print Name: _____

Print Title: **Brent Bates, President**

Approved as to Form:

By: _____

Print Name: Catherine Boskoff

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF**

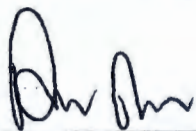
**ASBESTOS MANAGMENT GROUP
OF CALIFORNIA, INC.**

The undersigned, being the sole Director of Asbestos Management Group of California, Inc. (AMG), an Indiana Corporation (hereinafter called the "Corporation"), by affixing his signature hereto, hereby waives notice of a special meeting of the Board of Directors and hereby consents to and hereby adopts the following resolution and takes the following action without a meeting of the Board of Directors and by written consent pursuant to and in accordance with Section 23-1-2-11 (i) of the Indiana Code:

Resolve, that Brent Bates, Sole Director and Officer of AMG, is authorized to sign contracts and bonds, and execute bid submissions for all Corporate Operations.

The Secretary is hereby directed to place a copy of this Corporate Action in the Minute Book of the Corporation.

Dated as of the 30th day of November, 1993.



Brent Bates, Sole Director and Secretary

DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

Bond Number: K09078976
Premium: \$3,052.00

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and Asbestos Management Group of California, Inc., dba AMG ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Foster Central Commissary; Project No. 13133; Resolution Number 1415-1114 (Project Name)
("Project" or "Contract")

which Contract dated April 8, 2015, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and Westchester Fire Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of One Hundred Fifty-Two Thousand, Five Hundred Eighty-Five DOLLARS (\$152,585.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed 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.

OAKLAND UNIFIED SCHOOL DISTRICT

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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

ACE USA

455 Market Street, Ste. 500, San Francisco, CA 94105

Attention: Eric Altman

Telephone No.: (415) 547 - 4513

Fax No.: () n/a

E-mail Address: eric.altman@acegroup.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 16th day of April, 2015.

Asbestos Management Group of California, Inc. dba AMG
Principal

By Brent Bates, President

Westchester Fire Insurance Company
Surety

By Erin Johnson, Attorney-in-Fact

Edgewood Partners Insurance Center
Name of California Agent of Surety

2381 El Camino Avenue, Sacramento, CA 95821
Address of California Agent of Surety

916-481-8108
Telephone Number of California Agent of Surety

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

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 Sacramento)

On 4/16/15 before me, Sandra R. Black, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Erin Johnson
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: Erin Johnson
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Westchester Fire Insurance Company

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

WESTCHESTER FIRE INSURANCE COMPANY

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

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

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

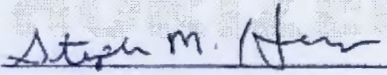
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority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

Does hereby nominate, constitute and appoint Erin Johnson, Sandra R Black, Sharon J Rusconi, all of the City of SACRAMENTO, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Two million dollars & zero cents (\$2,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of November 2014.

WESTCHESTER FIRE INSURANCE COMPANY

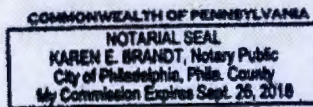


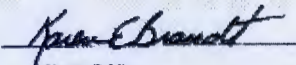

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 11 day of November, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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

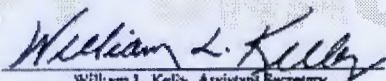



Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 16th day of April, 2015




William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 11, 2016.



END OF DOCUMENT

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

Bond Number: K09078976
Premium Included in the
Performance Bond

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and Asbestos Management Group of California, Inc., dba AMG ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Foster Central Commissary; Project No. 13133; Resolution Number 1415-1114 (Project Name)
("Project" or "Contract")

which Contract dated April 8, 2015, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and Westchester Fire Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One Hundred Fifty-Two Thousand, Five Hundred Eighty-Five Dollars (\$ 152,585.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

PAYMENT BOND
DOCUMENT 00 61 15 -1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 16th day of April, 2015.

Asbestos Management Group of California, Inc. dba AMG

Principal

By

Brent Bates, President

Westchester Fire Insurance Company

Surety

By *Erin Johnson*, Attorney-in-Fact

Edgewood Partners Insurance Center

Name of California Agent of Surety

2381 El Camino Avenue, Sacramento, CA 95821

Address of California Agent of Surety

916-481-8108

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

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 Sacramento)

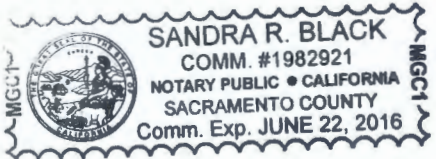
On 4/16/15 before me, Sandra R. Black, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Erin Johnson
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: Erin Johnson
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Westchester Fire Insurance Company

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

WESTCHESTER FIRE INSURANCE COMPANY

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

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

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

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

Does hereby nominate, constitute and appoint Erin Johnson, Sandra R Black, Sharon J Rusconi, all of the City of SACRAMENTO, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Two million dollars & zero cents (\$2,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of November 2014.

WESTCHESTER FIRE INSURANCE COMPANY

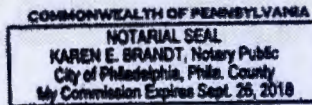


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 11 day of November, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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



Karen E. Brandt
Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 16th day of April, 2015



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 11, 2016.





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/16/2015

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

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

| | | | |
|--|--|--|---------------|
| PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 199 Fremont Street Suite 1500 San Francisco CA 94105 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED Asbestos Management Group of California, Inc. 3438 Helen Street Oakland CA 94608-4030 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Great Divide Insurance Co | | 25224 |
| | INSURER B: Nautilus Insurance Company | | 17370 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

COVERAGES **CERTIFICATE NUMBER: 570057390020** **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. **Limits shown are as requested**

| 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | ECP201431210 | 03/29/2015 | 03/29/2016 | EACH OCCURRENCE | \$2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,000 |
| | | | | | | | MED EXP (Any one person) | \$5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$3,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WCA201430410 | 03/29/2015 | 03/29/2016 | <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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project No. 13133, Foster School Hazmat Removal. Oakland Unified School District (Owner), ACC Environmental Consultants, John Esposito (Construction Manager), their agents, representatives and employees are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| Oakland Unified School District 955 High Street Oakland CA 94601 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i> |

Holder Identifier : A

Certificate No : 570057390020

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

COVERAGES A AND B – GENERAL LIABILITY

COVERAGE D – CONTRACTORS POLLUTION LIABILITY

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage **A, B** and **D**, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

DVBE PARTICIPATION REPORT

Contractor Name: Asbestos Management Group of CA, Inc. Date: 4/21/2015

Project Name: Foster Elementary School Hazmat Removal Project Number: 13133

| DVBE Firm Name | Trade / Portion of Work | Subcontract/ Contract Value |
|---|-------------------------|--------------------------------|
| DVBE Trucking & Construction Co. | Trucking | \$3,977.55 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Add more sheets as needed to include all information for each DVBE | | |

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

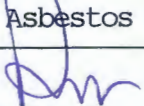
YES X NO

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: April 21, 2015

Proper Name of Contractor: Asbestos Management Group of CA, Inc.

Signature: 

Print Name: Brent Bates

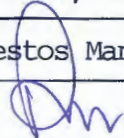
Title: President

END OF DOCUMENT

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

Date: April 21, 2015

Proper Name of Contractor: Asbestos Management Group of CA, Inc.

Signature: 

Print Name: Brent Bates

Title: President

END OF DOCUMENT

DOCUMENT 00 45 65

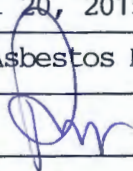
TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: 13133 between Oakland Unified School District
(the "District" or the "Owner") and Asbestos Mgmt. Group of CA, Inc. (the
"Contractor" or the "Bidder") (the "Contract" or the "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: April 20, 2015
Proper Name of Contractor: Asbestos Management Group of CA, Inc.
Signature: 
Print Name: Brent Bates
Title: President

END OF DOCUMENT

DOCUMENT 00 45 70

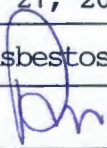
HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 13133 between Oakland Unified School District (the "District" or the "Owner") and Asbestos Mgmt. Group of CA, Inc.
("Contractor" or "Bidder") (the "Contract" or the "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: April 21, 2015

Proper Name of Contractor: Asbestos Management Group of CA, Inc.

Signature: 

Print Name: Brent Bates

Title: President

END OF DOCUMENT

DOCUMENT 00 45 75

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 13133 between Oakland Unified School District (the "District" or the "Owner") and Asbestos Mgmt. Group of CA, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

OAKLAND UNIFIED SCHOOL DISTRICT
Foster Elementary School
Haz Mat Removal
Project No. 13133
January 2, 1025

LEAD-BASED MATERIALS CERTIFICATION
DOCUMENT 00 45 75-2

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

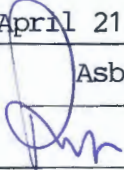
The Contractor hereby acknowledges, under penalty of perjury, that it:

1. Has received notification of potential lead-based materials on the District's property;
2. Is knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

The undersigned warrants that he/she has the authority to sign on behalf of and bind the Contractor. The District may require proof of such authority.

Date: April 21, 2015

Proper Name of Contractor: Asbestos Management Group of CA, Inc.

Signature: 

Print Name: Brent Bates

Title: President

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 13133 between Oakland Unified School District (the "District" or the "Owner") and Asbestos Mgmt. Group of CA, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This form shall be executed by Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of: [] Delivery Firm/Transporter [] Supplier [] Manufacturer [] Wholesaler [] Broker [] Retailer [] Distributor [] Other

Type of Entity: [x] Corporation [] General Partnership [] Limited Partnership [] Limited Liability Company [] Sole Proprietorship [] Other

Name of firm ("Firm"): Asbestos Management Group of CA, Inc.

Mailing address: 3438 Helen Street, Oakland, CA 94608

Addresses of branch office used for this Project: 3438 Helen Street, Oakland, CA 94608

If subsidiary, name and address of parent company: NA

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: April 21, 2015

Proper Name of Contractor: Asbestos Management Group of CA, Inc.

Signature: [Handwritten Signature]

Print Name: Brent Bates

Title: President

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: 13133 between _____ the Oakland Unified School District (the "District" or the "Owner") and Asbestos Mgmt. Group (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

The undersigned does hereby certify to the governing board of the District that:

- (1) He/she is a representative of the Contractor,
- (2) He/she is familiar with the facts herein certified,
- (3) He/she is authorized and qualified to execute this certificate on behalf of Contractor; and
- (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

X Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: Alejandro Garcia

Title: Site Superintendent


_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: April 21, 2015

Proper Name of Contractor: Asbestos Management Group of CA, Inc.

Signature: 

Print Name: Brent Bates

Title: President

END OF DOCUMENT

DOCUMENT 00 45 90

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION (Public Contract Code § 3006)

PROJECT/CONTRACT NO.: 13133 between Oakland Unified School District (the "District" or the "Owner") and Asbestos Mgmt. Group of CA, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I, Brent Bates [Your Name], Asbestos Mgmt. Group [Firm Name] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, Brent Bates [Your Name], Asbestos Mgmt. Group [Firm Name] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, Brent Bates [Your Name], Asbestos Mgmt. Group [Firm Name] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): Asbestos Management Group of CA, Inc.
Mailing address: 3438 Helen Street, Oakland, CA 94608
Address of branch office used for this Project: 3438 Helen Street, Oakland, CA
If subsidiary, name and address of parent company: NA

For Projects without substantive roofing components, check the following box and execute this certification:

[X] The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: April 21, 2015
Proper Name of Contractor: Asbestos Management Group of CA, Inc.
Signature: [Handwritten Signature]
Print Name: Brent Bates
Title: President

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Asbestos Mgmt. Group of CA, Inc.
 Project: Foster Elementary School Hazmat Removal
 Project #: 13133
 Estimate: \$140,000.00

Bid Opening Date: March 26, 2015
 Time: 2pm
 Project Mgr: John Esposito
 Architect:

| Base Bid Dollar Amount | \$ | Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid | | | |
|---|-----------------------------|---|------|-------|-----------------------------------|
| | Total Dollar Amount of Work | LBE % | SLB% | SLBR% | City of Oakland Certification No. |
| PRIME Company: Asbestos Mgmt. Group Address: 3438 Helen Street City/State: Oakland, CA 94608 Phone: (510) 654-8441 | \$128,607.45 | | 100% | | 5331 |
| Company: Address: City/State: Phone: | \$ | | | | |
| Company: Address: City/State: Phone: | \$ | | | | |
| Company: Address: City/State: Phone: | \$ | | | | |
| Company: Address: City/State: Phone: | \$ | | | | |
| TOTAL PARTICIPATION | \$0.00 | 0.0% | 0.0% | 0.0% | 0.0% |

APPROVAL - LBU Compliance Officer

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

OUSD FORM 1: METHOD OF COMPLIANCE

DVBE SUBCONTRACTOR/SUPPLIER CONSTRUCTION CONTRACTS. *Note: DVBE information is being collected for record keeping and informational purposes only. Such information will not be considered in the award of contract.*

DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL. This section is to be completed for all Prime Contractor's bid over \$15,000.00 and for all modifications to that contract. Disabled Veteran Contractors claiming preference and all other Prime Contractors must complete the following and comply with the required percentage of DVBE subcontractors or meet the good effort for bids over \$75,000.

PRIME BIDDER: Asbestos Mgmt. Group of CA, Inc. CONTACT PERSON: Brent Bates ADDRESS: 3438 Helen Street, Oakland, CA
 PHONE NUMBER: (510) 654-8441 FAX NUMBER: (510) 654-8447 TOTAL BID: \$132,585.00
 PROJECT NAME OR DESCRIPTION: Foster Elementary School Haz Mat Removal

A) List your DVBE subcontractors/suppliers. If the subcontractor has a subordinate subcontractor, list the subordinate on the line following the subcontractor in brackets, e.g. (ABC Painting) and complete the information for both. In the appropriate DVBE column, enter the dollar amount and fill in the Ethnicity Code and Gender Code. If the subcontractor or supplier is a woman and not an ethnic minority, please add a separate page stating this fact.) Enter the sum of the column totals in Line B, C and D.
 B) Enter the total in Line B for each column
 C) Enter the dollar amount of the bid to be performed by non-DVBE firms.
 D) Enter the dollar amount of the bid to be performed by the Prime Contractor.
 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.

| LIST DVBE subs/suppliers | BASE BID/PROPOSAL | | | | | ALTERNATE #1 | | | | | ALTERNATE #2 | | | | |
|--|-------------------|----|----|----|--------------|--------------|----|----|----|----|--------------|----|----|----|----|
| | DVBE | | | | | DVBE | | | | | DVBE | | | | |
| | AA | H | A | NA | | AA | H | A | NA | | AA | A | H | NA | |
| | W | W | W | W | | W | W | W | W | | W | W | W | W | |
| A. Subcontractor or Supplier, Location | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 1. Trucking & DVBE Const. | | | | | 3,977.55 | | | | | | | | | | |
| 2. Company, Inc. | | | | | | | | | | | | | | | |
| 3. Campbell, CA | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | |
| 5. | | | | | | | | | | | | | | | |
| 6. | | | | | | | | | | | | | | | |
| 7. | | | | | | | | | | | | | | | |
| 8. | | | | | | | | | | | | | | | |
| 9. | | | | | | | | | | | | | | | |
| 10. | | | | | | | | | | | | | | | |
| B. Subtotal | | | | | | | | | | | | | | | |
| C. Other Subcontractor/Supplier | | | | | | | | | | | | | | | |
| D. Prime Contractor | | | | | \$128,607.45 | | | | | | | | | | |
| E. Total Bid | | | | | \$132,585.00 | | | | | | | | | | |

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above DVBE subcontractors and subcontractor's amounts as reflected in the bid documents for this project.

[Signature], Brent Bates, President, Date: 3/27/2015
 Owner/Authorized Representative (Signature) (Print) Title Date

OUSD FORM 1

| | BASE BID/PROPOSAL | | | | | ALTERNATE #1 | | | | | ALTERNATE #2 | | | | |
|--|-------------------|----|----|----|----|--------------|----|----|----|----|--------------|----|----|----|----|
| | DVBE | | | | | DVBE | | | | | DVBE | | | | |
| | AA | A | H | NA | | AA | A | H | NA | | AA | A | H | NA | |
| A. Subcontractor or Supplier, Location | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 11. | | | | | | | | | | | | | | | |
| 12. | | | | | | | | | | | | | | | |
| 13. | | | | | | | | | | | | | | | |
| 14. | | | | | | | | | | | | | | | |
| 15. | | | | | | | | | | | | | | | |
| 16. | | | | | | | | | | | | | | | |
| 17. | | | | | | | | | | | | | | | |
| 18. | | | | | | | | | | | | | | | |
| 19. | | | | | | | | | | | | | | | |
| 20. | | | | | | | | | | | | | | | |
| B. Subtotal | | | | | | | | | | | | | | | |
| C. Other Subcontractor/Supplier | | | | | | | | | | | | | | | |
| D. Prime Contractor | | | | | | | | | | | | | | | |
| E. Total Bid | | | | | | | | | | | | | | | |

| | ALTERNATE #3 | | | | | ALTERNATE #4 | | | | | ALTERNATE #5 | | | | |
|---------------------------------|--------------|----|----|----|----|--------------|----|----|----|----|--------------|----|----|----|----|
| | DVBE | | | | | DVBE | | | | | DVBE | | | | |
| | AA | A | H | NA | | AA | A | H | NA | | AA | A | H | NA | |
| A. Subcontractor or Supplier | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 1. | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | |
| 5. | | | | | | | | | | | | | | | |
| 6. | | | | | | | | | | | | | | | |
| 7. | | | | | | | | | | | | | | | |
| 8. | | | | | | | | | | | | | | | |
| 9. | | | | | | | | | | | | | | | |
| 10. | | | | | | | | | | | | | | | |
| B. Subtotal | | | | | | | | | | | | | | | |
| C. Other Subcontractor/Supplier | | | | | | | | | | | | | | | |
| D. Prime Contractor | | | | | | | | | | | | | | | |
| E. Total Bid | | | | | | | | | | | | | | | |

ETHNICITY CODES: AA = AFRICAN AMERICAN
A = ASIAN

H = HISPANIC W = WOMAN
NA = NATIVE AMERICAN

OUSD FORM 2

SUBCONTRACTOR CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

To be completed by DVBE Subcontractor/Supplier or Subordinate Subcontractor/Suppliers. DVBE information is collected for record keeping and Informational purposes only.

PART I - IDENTIFICATION INFORMATION (check one)

- Subcontractor/Supplier - A firm directly employed by a prime contractor. Subordinate Subcontractor/Supplier A firm employed by subcontractor/supplier

PRIME SUBCONTRACTOR NAME: Trucking & DVBE Construction Company, Inc.

NAME OF FIRM: Trucking & DVBE Const. Co. BUSINESS ADDRESS: 1217 Dell Avenue

CITY, STATE, ZIP: Campbell, CA 95008 TELEPHONE NUMBER: (408) 971-4430

DISTRICT PROJECT NAME: Foster Elementary School Haz Mat. Removal

PART II - DVBE PARTICIPATION *Subcontractors/Suppliers employed by architectural, engineering, environmental, land surveying or construction management firms complete this part after your employer is selected by the School District.*

- A. After reading the Definitions of the reverse side, check the appropriate Business Enterprise designation of or your firm. Enter the dollar amount of the bid/proposal in the applicable Base Bid/Proposal and/or Alternate column(s).
- B. List your DVBE subordinate subcontractor/suppliers: If you need additional space, use a separate page. Check their appropriate Business Enterprise designation. Enter the dollar amount of their bid/proposal in the applicable Base Bid/Proposal and/or Alternate column(s). All those listed must also complete one of these forms.
- C. Enter the non-DVBE dollar amount included in your bid/proposal under the applicable Base Bid/Proposal and/or Alternate column(s).
- D. Enter the Total of the Base Bid/Proposal and each Alternate column(s).

| Business Enterprise | DVBE | | | | Base Bid/Proposal | Alternate #1 \$ | Alternate #2 \$ | Alternate #3 \$ | Alternate #4 \$ | Alternate #5 \$ |
|--|------|---|---|----|-------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | AA | A | H | NA | | | | | | |
| A. Your Firm | | | | | | | | | | |
| B. Subcontractor or Supplier | | | | | | | | | | |
| Trucking & DVBE Construction Company, Inc. | | | | | \$3,977.55 | | | | | |
| C. Non DVBE Participation | | | | | | | | | | |
| D. Total of Each Column | | | | | \$ 3,977.55 | | | | | |

PART III - SUBCONTRACTOR/SUPPLIER AND SUBORDINATE SUBCONTRACTOR/SUPPLIER CHECK LIST

Your bid/proposal should contain the following: Copy of your and your subordinate subcontractor's certification of DVBE status.

CERTIFICATION

I, Herbert R. Lavender Jr. certify that I am this firm's Chief Executive Officer. I am aware of Section 12560 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certification.



3/27/2015

Signature of Chief Executive Officer

Date

*** AMG meets the 3% goal.

**FORM 3 - Part A
PRIME BIDDER GOOD FAITH EFFORT WORKSHEET SUMMARY**

This worksheet is to be used to assist the Prime Bidder in meeting DVBE participation goals.

| | | |
|-------------------|------------------|---------------------|
| BIDDER NAME NA | BUSINESS ADDRESS | CITY, STATE, ZIP |
| TELEPHONE NUMBER | CONTACT PERSON | SCHOOL PROJECT NAME |

GENERAL INSTRUCTIONS

This worksheet is to be used to assist you in meeting the DVBE participation goals. If you do not meet the required contract dollar participation percentages of the DVBEs, then the focus of your good faith effort should be to obtain participation in the deficient category(s). You must document compliance on District Form 1 for the business enterprise participation category(s) not addressed on this worksheet. If the specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" you must include this form by the deadline specified on the Invitation for Bid.

PART I - CONTRACTS

Contact must be made with the following to identify DVBE contacts, advertising sources and/or bidders that may be solicited to participate in your contract.

| AGENCY | TELEPHONE NO. | DATE CONTACTED | PERSON CONTACTED |
|--------------------|----------------|----------------|------------------|
| 1. School District | (510) 835-7603 | | Jake Sloan |
| | | | |

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 ten (10) days prior to bid/proposal opening. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: DVBE Trucking and Construction Co, Inc. DVBE Ref. Number: 41891

Description (materials/supplies/services/equipment proposed): Trucking Services

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

| | | |
|--|--|---------------------------------|
| <u>Herbert R Lavender Jr-Owner</u> (Printed Name of DV Owner/Manager) |  (Signature of DV Owner/ Manager) | <u>5/11/07</u> (Date Signed) |
|--|--|---------------------------------|

| | | |
|---|--|------------------------|
| _____ (Printed Name of DV Owner/Manager) | _____ (Signature of DV Owner/Manager) | _____ (Date Signed) |
|---|--|------------------------|

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

- Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*. Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*, will result in the DVBE being deemed an equipment broker.

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

| | | |
|-------------------------|----------------------|------------------------|
| _____ (Printed Name) | _____ (Signature) | _____ (Date Signed) |
|-------------------------|----------------------|------------------------|

| | | |
|-----------------------------|----------------------|---|
| _____ (Address of Owner) | _____ (Telephone) | _____ (Tax Identification Number of Owner) |
|-----------------------------|----------------------|---|

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

| | | |
|---------------------------------------|------------------------------------|------------------------|
| _____ (Printed Name of DV Manager) | _____ (Signature of DV Manager) | _____ (Date Signed) |
|---------------------------------------|------------------------------------|------------------------|

California Certification Report

41891 - DVBE TRUCKING & CONSTRUCTION CO INC - MB | DVBE

| | | | |
|---|--|-------|----------------|
| Legal Business Name | DVBE TRUCKING & CONSTRUCTION CO INC | | |
| Doing Business As | DVBE TRUCKING & CONSTRUCTION CO INC | | |
| Address | 1217 DELL AVE | Phone | (408) 971-4430 |
| | CAMPBELL, CA 95008 | FAX | (408) 370-3551 |
| Email | herb@dvbeconstruction.com | | |
| Web Page | http://www.dvbeconstruction.com | | |
| Active Certifications | SB (micro) Apr 30, 2012 - Apr 30, 2016 | | |
| | DVBE Apr 30, 2012 - Apr 30, 2016 | | |
| Business Types | Construction, Service | | |
| Classifications | [221015] Earth moving machinery | | |
| | [221016] Paving equipment | | |
| | [301217] Road and railroad construction materials | | |
| | [422937] Surgical crushers and excavators and merselizers and related products | | |
| | [711016] Mine drilling blasting and construction services | | |
| | [721110] Single family dwelling construction services | | |
| | [721111] Multiple unit dwelling construction services | | |
| | [721210] New industrial building and warehouse construction services | | |
| | [721211] Commercial and office building construction services | | |
| | [721214] Specialized public building construction services | | |
| | [721410] Highway and road construction services | | |
| | [721411] Infrastructure building and surfacing and paving services | | |
| | [721412] Marine construction services | | |
| | [721414] Detention facility construction and repair services | | |
| | [721519] Masonry and stonework services | | |
| | [721527] Concrete installation and repair services | | |
| | [721537] Parking facility construction and equipment installation and maintenance and repair services | | |
| [721539] Building site preparation services | | | |
| [781018] Road cargo transport | | | |
| Keywords | EXCAVATING GRADING PAVING CONCRETE DVBE CONSTRUCTION TRUCKING HAULING DIRT ROCK SAND GRAVEL DEMOLITION ASPHALT CATERPILLER EXCAVATOR GRADER TRACTOR END DUMP TRANSFER LOADER TEN WHEELER WATER TRUCK | | |

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.

| FOCUS/TRADE PAPER NAME | CHECK ONE | | PAPER FOCUSES ON | | DATE OF ADVERTISEMENT |
|------------------------|-----------|-------|------------------|--|-----------------------|
| | TRADE | FOCUS | FOCUS? | | |
| NA | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

PART III – DVBE SOLICITATIONS List DVBE that were invited to bid. Indicate their business designation by placing a check in the appropriate column. 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 solicitations, please use a separate page.

- | | | |
|--------------------------------------|--|--|
| IF THE DVBE... | THEN... | AND... |
| was selected to participate | check "yes" in the "SELECTED" column and include the applicable dollar amount in Section A of the OUSD Form 2. | include a completed OUSD Form 2 in your bid proposal |
| was not selected to participate | check "no" in the "SELECTED" column state the reason why in the "REASON NOT SELECTED" column | |
| Did not respond to your solicitation | check the "NO RESPONSE" column | |

| SELECTED | | | | | |
|--------------------------------|-------|-----------|-----|----|---------------------|
| BUSINESS ENTERPRISES CONTACTED | DVB E | ETHNICITY | YES | NO | REASON NOT SELECTED |
| NA | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |

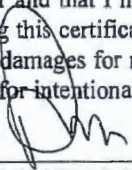
| | | | | | |
|----|--|--|--|--|--|
| NA | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |

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 of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION:

I, Brent Bates certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain that 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 against the State and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certification.



3/27/2015

SIGNATURE OF CHIEF EXECUTIVE OFFICER

DATE

DOCUMENT 00 52 14

**DEBARMENT AND SUSPENSION CERTIFICATION
PROCUREMENTS Over \$25,000
OAKLAND UNIFIED SCHOOL DISTRICT**

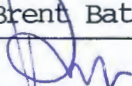
The Bidder, under penalty of perjury, HERE BY certifies that, except as noted below, bidder, its principal, and any named or listed subcontractor on any OUSD:

- Formal Bid Proposals
 - Requests for Proposals
 - Request for Qualifications
-
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency;
 - Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal agency within the past three years;
 - Does not have a proposed debarment pending in any jurisdiction; and
 - Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

IMPORTANT NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certificate is part of the Proposal or Bid Documents. Signing the Proposal or Bid Form on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: Asbestos Management Group of CA, Inc.
PRINCIPAL: Brent Bates TITLE: President
SIGNATURE: 

DOCUMENT 00 52 15

SCHEDULE Z

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

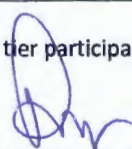
Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

1. The prospective lower tier participant certifies, by submission of this proposal, 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.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

By signing and submitting this form the prospective lower tier participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.

Asbestos Mgmt. Group of CA, Inc.



Company Name

Signature of Authorized Representative

3438 Helen Street, Oakland, CA

Brent Bates

Address

Type or Print Name

(510)

654-8441

4/21/15

Brent Bates

Area Code

Phone

Date

Type or Print Name

Please Note: Prime and Sub-Contractors are required to submit this certification.

END OF DOCUMENT


DOCUMENT 00 52 15**SCHEDULE Z****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 prospective primary participant certifies to the best of its knowledge and belief that its principals:

1. The prospective lower tier participant certifies, by submission of this proposal, 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.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

By signing and submitting this form the prospective lower tier participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.

| | | | |
|----------------------------------|----------|-----------|---|
| Trucking & DVBE Const. Co., Inc. | | |  |
| Company Name | | | Signature of Authorized Representative |
| 1217 Dell Avenue, Campbell, CA | | | Herbert R. Lavender Jr. |
| Address | | | Type or Print Name |
| 408 | 971-4430 | 3/27/2015 | Herbert R. Lavender Jr. |
| Area Code | Phone | Date | Type or Print Name |

Please Note: Prime and Sub-Contractors are required to submit this certification.

END OF DOCUMENT



AWARD OF BID ROUTING FORM

| Project Information | | | |
|--|---|-------------|-----|
| Project Name | Foster Central Commissary | Site | 184 |
| Basic Directions | | | |
| Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. | | | |
| Attachment Checklist | <input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider | | |

| Contractor Information | | | | | |
|---------------------------|---|-------------------------|---|--------------|----|
| Contractor Name | Asbestos Management Group of California | Agency's Contact | Andres Arce | | |
| OUSD Vendor ID # | V061415 | Title | Project Manager | | |
| Street Address | 3438 Heklen Street | City | Oakland | State | CA |
| Telephone | 510-654-8441 | Policy Expires | 3-29-2016 | | |
| 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 # | 13133 | | | | |

| Term | | | |
|-----------------------------|----------|--|-----------|
| Date Work Will Begin | 6-1-2015 | Date Work Will End By <small>(not more than 5 years from start date)</small> | 9-15-2015 |

| Compensation | | | |
|--------------------------------------|----|-------------------------------------|--------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$152,585.00 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Changed Amount | \$ |
| Other Expenses | | Requisition Number | |

| Budget Information | | | | |
|--|-----------------------|----------------|--------------------|---------------|
| If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. | | | | |
| Resource # | Funding Source | Org Key | Object Code | Amount |
| 9350 | Measure J | 1849905890 | 6171 | \$152,585.00 |

| 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. | | | | |
| 1. | Division Head | Phone | 510-535-7038 | Fax |
| | Director, Facilities | | | 510-535-7082 |
| | Signature | Date Approved | 4/27/15 | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | |
| | Signature | Date Approved | 4/28/15 | |
| 3. | Interim Deputy Chief, Facilities Planning and Management | | | |
| | Signature | Date Approved | 4/27/15 | |
| 4. | Chief Operations Officer | | | |
| | Signature | Date Approved | 5/5/15 | |
| 5. | President, Board of Education | | | |
| | Signature | Date Approved | | |