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OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Inspiring Students.

Memo

To Board of Education

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

Board Meeting Date June 26, 2019

Subject Award of Bid and Contract for Construction Services - Asbestos Management Group - Re-Bid- King Estates Middle School Portable Demolition Project

Action Requested Approval by the Board of Education of Resolution No. 1819 -0238, Award of Bid and Contract for Construction Services on behalf of the District to Asbestos Management Group, Oakland, CA for the Re-Bid-King Estates Middle School Portable Demolition Project in the amount of \$100,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase with a contract Duration: Fourteen (14) days Calendar Days, commencing July 17, 2019, and ending on July 31, 2019.

Discussion Vendor to provide removal services of portables for King Estates.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Resolution No. 1819 -0238, Award of Bid and Contract for Construction Services on behalf of the District to Asbestos Management Group, Oakland, CA for the Re-Bid-King Estates Middle School Portable Demolition Project in the amount of \$100,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase with a contract Duration: Fourteen (14) days Calendar Days, commencing July 17, 2019, and ending on July 31, 2019.

Fiscal Impact RRMA

Attachments

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



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

Legislative File ID No. 19-1396

Department: Facilities Planning and Management

Vendor Name: Asbestos Management Group (AMG)

Project Name: King Estates King Estates Portable Demo **Project No.:** 19107

Contract Term: Intended Start: 7/17/2019 Intended End: 7/31/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$100,000.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

lowest responsive bidder

Summarize the services this Vendor will be providing.

Scope includes demolition of eight (8) portable classrooms.

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

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

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

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



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

RESOLUTION NO. 1819-0238

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE RE-BID-KING ESTATES MIDDLE SCHOOL PORTABLE
DEMOLITION PROJECT**

WHEREAS, the District has heretofore requested bids, for removal and demolition of eight (8) portable classrooms.

WHEREAS, four (4) bids were received via Division of Facilities Planning and Management in response to the said request as follows, and

Contractor:	Location	Bid Amount
Asbestos Management Group	Oakland, CA	\$100,000.00
Mar Con Builders, Inc.	Oakland, CA	\$108,588.00
Ferma Corporation	Newark, CA	\$109,999.00
DeKay Demolition & Clearing Inc.	Oakland, CA	\$128,098.00

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

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **ASBESTOS MANAGEMENT GROUP** for the performance of the bid work, in the amount of **ONE HUNDRED THOUSAND DOLLARS NO/100 (\$100,000.00)** shall be and is hereby accepted; all other bids are rejected, if any: and



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

RESOLUTION NO. 1819-0238

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE RE-BID-KING ESTATES MIDDLE SCHOOL PORTABLE
DEMOLITION PROJECT**

Page 2 of 2

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

Passed by the following vote:

PREFERENTIAL AYES: None

PREFERENTIAL NOES: None

YEA: Jumoke Hinton Hodge, Gary Yee, James Harris, Vice President Jody London, President Aimee Eng

NOES: Shanthi Gonzales

RECUSED: Roseann Torres

ABSENT: Student Directors Yoto Omosowho and Josue Chavez

ABSTAINED: 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 **June 26, 2019**.

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

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **27th** day of **June 2019**, by and between the Oakland Unified School District (“District” or “Owner”) and **Asbestos Management Group** (“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: **Re-Bid-King Estates Middle School Portable Demolition**

PROJECT NO.: **19107**

RESOLUTION NUMBER: **1819-0238**

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 Fourteen days **14** consecutive calendar days (“Contract Time”) **commencing July 17, 2019, and**

concluding no later than July 31, 2019, from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
 - **Project Completion:** N/A **(\$0)** 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 A – Engineering and/or B- Building Contractor's & C21 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:

Ninety thousand dollars no/100

\$90,000.00 (Base Contract Amount)

+ Ten thousand dollars

\$10,000.00, (Contingency Allowance Amount)

= One Hundred thousand dollars no /100

\$100,000.00 ("Contract Price")

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

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



Tadashi Nakatagawa
Director of Facilities Planning & Management

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

Dated: 6/27, 2019

OAKLAND UNIFIED SCHOOL DISTRICT

By: Aimee Eng

Print Name: Aimee Eng

Print Title: President, Board of Education

By: [Signature]

Print Name: Kyla Johnson-Trammell, Superintendent

Print Title: Secretary, Board of Education

By: [Signature]

Print Name: Timothy White

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

Dated: June 6, 2019

Asbestos Management CONTRACTOR

By: [Signature]

Print Name: Brent Bates

Print Title: President

Approved as to Form:

By: [Signature] 6/10/19

Print Name: Arne Sandberg

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

Contract #5: Award of Bid Agreement - Asbestos Management Group - Re-Bid - King Estates Middle School Portable Demolition- \$100,000.00

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Re-Bid-King Estates Middle School
 Project: Portable Demolition
 Project #: 19107
 Estimate: \$50,000

Date: Thursday, May 30, 2019
 Time: 2:00 PM
 Project Mgr: Mary Ledezma
 Architect: N/A

Signature of Witness to Bid		Signature of Bid Opener			
Company:	Mar Con Builders, Inc.	Base Bid:	\$ 98,588.00	Required Day of Bid:	
Address:	8108A Capwell Drive	Allowance:	\$ 10,000.00	Signed Bid Form	X
City/State:	Oakland, CA 94621	TOTAL:	\$ 108,588.00	Addendum Acknow.	
Phone:	510-639-1914	Alternates:		Bid Bond	X
Fax:	510-639-1915			Non-Collusion	X
				Iran Contracting Certification	N/A
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:47 p.m.	5/30/2019	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 p.m.	5/30/2019	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X
Company:	Ferma Corporation	Base Bid:	\$ 99,999.00	Required Day of Bid:	
Address:	6639 Smith Avenue	Allowance:	\$ 10,000.00	Signed Bid Form	X
City/State:	Newark, CA 94560	TOTAL:	\$ 109,999.00	Addendum Acknow.	
Phone:	650-961-2742	Alternates:		Bid Bond	X
Fax:	510-795-1704			Non-Collusion	X
				Iran Contracting Certification	N/A
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		12:26 p.m.	5/30/2019	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 p.m.	5/30/2019	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X
Company:	Asbestos Management Group of Ca., Inc.	Base Bid:	\$ 90,000.00	Required Day of Bid:	
Address:	3438 Helen Street	Allowance:	\$ 10,000.00	Signed Bid Form	X
City/State:	Oakland, CA 94608	TOTAL:	\$ 100,000.00	Addendum Acknow.	
Phone:	510-654-8441	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	N/A
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		11:07 a.m.	5/30/2019	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 p.m.	5/30/2019	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X
Company:	DeKay Demolition and Clearing, Inc.	Base Bid:	\$ 118,098.00	Required Day of Bid:	
Address:	8105 Edgewater Drive, Suite #215	Allowance:	\$ 10,000.00	Signed Bid Form	X
City/State:	Oakland, CA 94621	TOTAL:	\$ 128,098.00	Addendum Acknow.	
Phone:	510-430-2668	Alternates:		Bid Bond	X
Fax:	510-430-2682			Non-Collusion	X
				Iran Contracting Certification	N/A
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		10:51 a.m.	5/30/2019	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 p.m.	5/30/2019	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X

BID FORM AND PROPOSAL

Oakland Unified School District ("District" or "Owner")

From: Asbestos Management Group of CA, Inc
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **19107**

PROJECT: Re-Bid-King Estates Middle School – Portable Demolition

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

<u>Ninety Thousand</u>	dollars	\$ <u>90,000.00</u>
<i>Base Bid Amount</i>		
<u>Ten thousand</u>	dollars	\$ <u>10,000.00</u>
<i>Contingency Allowance Amount</i>		
<u>One Hundred Thousand</u>	dollars	\$ <u>100,000.00</u>
<i>Total Bid Amount</i>		
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost.</i>		

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-2

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

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

No. <u>1</u> , Dated <u>3/23/19</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

8. Bidder acknowledges that the license required for performance of the Work is a A, B, & C-21 license.

9. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 28th day of May 20 19

Name of Bidder: Asbestos Management Group of CA, inc.

Type of Organization: Corporation

Signed by:  Brent Bates

Title of Signer: President

Address of Bidder: 3438 Helen Street, Oakland, CA 94608

OAKLAND UNIFIED SCHOOL DISTRICT
 Re-Bid-King Estates Middle School
 Portable Demolition
 Project No. 19107
 May 16, 2019

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-4**

Taxpayer Identification No. of Bidder: 35-1707600

Telephone Number: 510-654-8441

Fax Number: 510-654-8447

E-mail: bbates@amgofca.com Web Page: www.amgofca.com

Contractor's License No(s): No.: 586844 Class: A, B, ASB, HAZ
C-2, C21, C22 Expiration Date: 1/31/20

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000003666

END OF DOCUMENT

SITE VISIT CERTIFICATION

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

PROJECT: **Re-Bid-King Estates Middle School – Portable Demolition**

Check option that applies:

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

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

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

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

Date: 5/15/19
Proper Name of Bidder: AUBREUS MANAGEMENT GROUP
Signature: [Handwritten Signature]
Print Name: AMANDA ALLEN / MARY LEONARD
Title: PROJECT MANAGER

END OF DOCUMENT

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Asbestos Management Group of California, Inc., dba AMG, as Principal ("Principal"),

and Allied World Insurance Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Oakland Unified School District ("District") of Alameda County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

not to exceed ten percent of the bid amount***** Dollars (\$ not to exceed 10% of the bid amount***)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: King Estates Middle School, Portable Demolition ("Project" or "Contract").

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

BID BOND
DOCUMENT 00 43 13-1

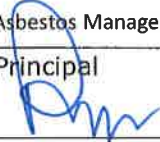
In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 23rd day of May, 2019.

Asbestos Management Group of California, Inc., dba AMG

Principal



Brent Bates, President

By

Allied World Insurance Company

Surety



By Sandra R. Black, Attorney-in-Fact

Edgewood Partners Insurance Centers

Name of California Agent of Surety

1765 Challenge Way, Ste. 200
Sacramento, CA 95815

Address of California Agent of Surety

877-222-0000

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

**BID BOND
DOCUMENT 00 43 13-2**

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Allied World Insurance Company

of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,

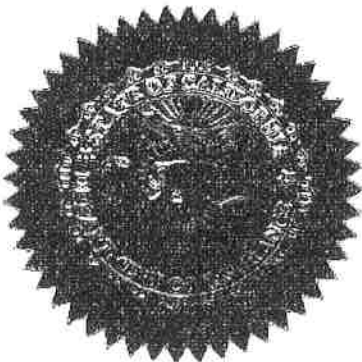
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,

Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

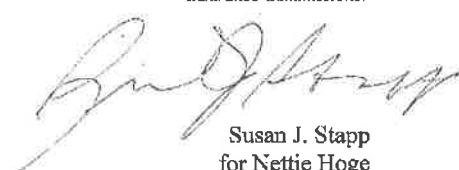
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect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

IN WITNESS WHEREOF, effective as of the 22nd day of May, 2013,
I have hereunto set my hand and caused my official seal to be affixed
this 22nd day of May, 2013.



Dave Jones
Insurance Commissioner

By


Susan J. Stapp
for Nettie Hoge
Chief Deputy

NOTICE:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 5/23/19 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

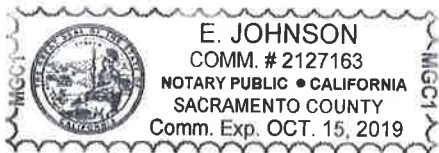
personally appeared Sandra R. Black
Name(s) of Signer(s)

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 E. Johnson
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer is Representing:
Allied World Insurance
Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer is Representing:



ALLIED WORLD INSURANCE COMPANY
 199 Water Street
 New York, NY 10038
 USA

POWER OF ATTORNEY

Issue Date: December 11, 2018

No. 33026-A1290

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

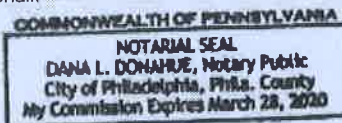
Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s): Sharon J. Rusconi Sokha Evans
Sandra R. Black
 FIRM: Edgewood Partners Insurance Center 1765 Challenge Way, Ste. 200 Sacramento, CA 95821

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 11th day of December, 2018



Robert E. Staples

Name: Robert E. Staples
 Title: Senior Vice President - Surety

State of Pennsylvania)
 County of Philadelphia)ss.

On this 11th day of December, 2018, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Dana L. Donahue

Notary
 My Commission Expires: 03/28/2020

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Sung Lee, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 23rd day of May, 2019

All Claim Notices should be sent to the below:

Allied World Insurance Company
 Attn: Surety Department
 30 South 17th Street, Suite 1600
 Philadelphia, PA 19103

Sung Lee

Sung Lee, VP, Legal

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the President of Asbestos Management Group the party making the foregoing bid.
[Title] [Name of Firm]

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/28/19,
[Date]

at Oakland, CA.
[City] [State]

Date: 5/28/19

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

Signature: 

Print Name: Brent Bates

Title: President

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: 19107 between Oakland Unified School District ("District") and Asbestos Management Group of CA, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").


Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i> Asbestos Management Group of CA, Inc.	<i>Federal ID Number (or n/a)</i> 35-1707600
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Brent Bates, President	<i>Date Executed</i> 5/28/19

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
 Re-Bid-King Estates Middle School
 Portable Demolition
 Project No. 19107
 May 16, 2019

IRAN CONTRACTING ACT CERTIFICATION
DOCUMENT 00 45 01

BID FORM AND PROPOSAL

Oakland Unified School District ("District" or "Owner")

From: **Ferma Corporation**

(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **19107**

PROJECT: Re-Bid-King Estates Middle School – Portable Demolition

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

Ninety Nine Thousand Nine Hundred Ninety Nine	dollars	\$ <u>99,999.00</u>
Base Bid Amount		
Ten thousand	dollars	\$ <u>10,000.00</u>
Contingency Allowance Amount		
One Hundred Nine Thousand, Nine Hundred Ninety Nine	dollars	\$ <u>109,999.00</u>
Total Bid Amount		
Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost.		

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-2

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

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

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

8. Bidder acknowledges that the license required for performance of the Work is a C21 license.

9. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 30th day of May 20 19

Name of Bidder: Ferma Corporation

Type of Organization: Corporation

Signed by: 

Title of Signer: C.O.O.

Address of Bidder: 6639 Smith Avenue, Newark, CA 94560

OAKLAND UNIFIED SCHOOL DISTRICT
 Re-Bid-King Estates Middle School
 Portable Demolition
 Project No. 19107
 May 16, 2019

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-4**

Taxpayer Identification No. of Bidder: 94-1592184

Telephone Number: 650-961-2742

Fax Number: 510-795-1704

E-mail: truff@fermacorp.com Web Page: www.fermacorp.com

Contractor's License No(s): No.: 236337 Class: A ASB C21 HAZ C57 B C22 Expiration Date: 09/30/2020

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000003028

END OF DOCUMENT

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Ferma Corporation, as Principal ("Principal"),
and The Guarantee Company of North America USA, as
Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of
the State of ~~California~~*and authorized to do business as a surety in the State of California,
are held and firmly bound unto the Oakland Unified School District ("District") of Alameda
County, State of California, as Obligee, in an amount equal to ten percent (10%) of the
Base Bid plus alternates, in the sum of

ten percent of the amount bid----- Dollars (\$ 10%-----)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a
bid to the District for all Work specifically described in the accompanying bid for the
following project: Re-Bid-King Estates Middle School Portable ("Project" or "Contract").
Demolition

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

BID BOND
DOCUMENT 00 43 13-1

*Michigan

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 24th day of May, 2019.

Ferma Corporation
Principal


By

The Guarantee Company of North America USA
Surety


By Charles M. Griswold, Attorney-In-Fact

Kevin Chambers
Name of California Agent of Surety
1026 Oak Street, Suite 200
Clayton CA 94517
Address of California Agent of Surety
925-566-6040
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. 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 Santa Clara)

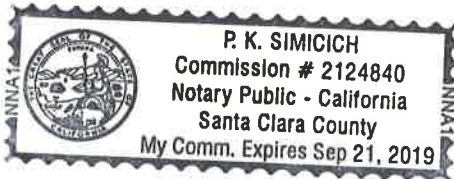
On May 24, 2019 before me, P. K. Simicich, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Charles M. Griswold
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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



POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Vincent M. Scolari, Patricia K. Simicich, Wendy R. Pastora, David J. Bachan, Charles M. Griswold, Yesenia Rivera, Steven M. Duke, Martha Velia Garcia McSherry & Hudson LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24th day of May, 2019

[Signature of Randall Musselman]

Randall Musselman, Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

The Guarantee Company of North America USA

of Michigan, organized under the laws of Michigan, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Common Carrier Liability,
Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle,
Automobile, Legal, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, *effective as of the 4th day of September, 2014, I have hereunto set my hand and caused my official seal to be affixed this 4th day of September, 2014.*



By

Dave Jones
Insurance Commissioner

A handwritten signature in blue ink, appearing to read "Susan J. Stapp".

Susan J. Stapp
for Nettie Hoge
Chief Deputy

NOTICE:

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

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On 5/30/19 before me, Angela Gonzales, Notary Public
(insert name and title of the officer)

personally appeared Michael Kinelski
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 Angela Gonzales (Seal)



**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the C.O.O. of Ferma Corporation, the party making the foregoing bid.
[Title] [Name of Firm]

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/30/19,
[Date]

at Newark, CA.
[City] [State]

Date: 5/30/19

Proper Name of Bidder: Ferma Corporation

Signature: 

Print Name: Michael Kinelski

Title: C.O.O.

END OF DOCUMENT

SITE VISIT CERTIFICATION

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

PROJECT: **Re-Bid-King Estates Middle School – Portable Demolition**

Check option that applies:

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

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

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

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

Date: 5/30/19

Proper Name of Bidder: Ferma Corporation

Signature: 

Print Name: Michael Kinelski

Title: C.O.O.

END OF DOCUMENT

BID FORM AND PROPOSAL

Oakland Unified School District ("District" or "Owner")

From: Mar Con Builders, Inc
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **19107**

PROJECT: Re-Bid-King Estates Middle School – Portable Demolition

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

Ninety Eight thousand five hundred and eighty eight	dollars	\$ <u>98,588</u>
Base Bid Amount		
Ten thousand	dollars	\$ <u>10,000.00</u>
Contingency Allowance Amount		
One hundred eight thousand five hundred and eighty eight	dollars	\$ <u>108,588</u>
Total Bid Amount		
Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost.		

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-2

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

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

No. <u> </u> / <u> </u> , Dated _____	No. <u> </u> / <u> </u> , Dated _____
No. <u> </u> / <u> </u> , Dated _____	No. <u> </u> / <u> </u> , Dated _____
No. <u> </u> / <u> </u> , Dated _____	No. <u> </u> / <u> </u> , Dated _____

8. Bidder acknowledges that the license required for performance of the Work is a B license.

9. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 29th day of May 2019

Name of Bidder: Mar Con Builders, Inc

Type of Organization: Corporation

Signed by: 

Title of Signer: President

Address of Bidder: 8108A Capwell Drive Oakland CA 94621

OAKLAND UNIFIED SCHOOL DISTRICT
 Re-Bid-King Estates Middle School
 Portable Demolition
 Project No. 19107
 May 16, 2019

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-4**

Taxpayer Identification No. of Bidder: 81-4673000

Telephone Number: 510-639-1914

Fax Number: 510-639-1915

E-mail: marco@marconcompany.com Web Page: _____

Contractor's License No(s): No.: 829636 Class: B Expiration Date: 3/31/2021

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000049865

END OF DOCUMENT

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Mar Con Builders. Inc. dba Mar Con Co., as Principal ("Principal"),

and Fidelity and Deposit Company of Maryland, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Oakland Unified School District ("District") of Alameda County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent of Total Amount Bid Dollars (\$ 10% of Amt. Bid)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: King Estates Portable Demolition ("Project" or "Contract").

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

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

BID BOND

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the 30th day of May, 2019.

Mar Con Builders, Inc. dba Mar Con Co.

Principal



By

Fidelity and Deposit Company of Maryland

Surety



By Peter D. Holley, Attorney-in-Fact

Integro Insurance Brokers

Name of California Agent of Surety
2300 Contra Costa Blvd., Ste. 375

Pleasant Hill, CA 94523

Address of California Agent of Surety

(925) 852-0428

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

BID BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Contra Costa)

On May 20, 2019 before me, Misty Rose Hemje, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Peter D. Holley
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 Misty Rose Hemje
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Peter D. HOLLEY and Misty HEMJE, both of Pleasant Hill, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of April, A.D. 2019.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Dawn E. Brown
**Assistant Secretary
Dawn E. Brown**

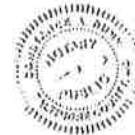
**Vice President
Robert D. Murray**

**State of Maryland
County of Baltimore**

On this 22nd day of April, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



**Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019**

SITE VISIT CERTIFICATION

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

PROJECT: **Re-Bid-King Estates Middle School – Portable Demolition**

Check option that applies:

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

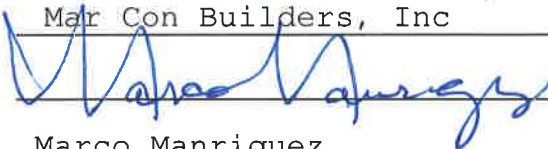
I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under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

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

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

Date: May 29th, 2019

Proper Name of Bidder: Mar Con Builders, Inc

Signature: 

Print Name: Marco Manriquez

Title: President

END OF DOCUMENT

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the President of Mar Con Builders, the party making the foregoing bid.
[Title] [Name of Firm]

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 29th, 2019,
[Date]
at Oakland, CA.
[City] [State]

Date: May 29th, 2019

Proper Name of Bidder: Mar Con Builders, Inc

Signature: 

Print Name: Marco Manriquez

Title: President

END OF DOCUMENT

BID FORM AND PROPOSAL

Oakland Unified School District ("District" or "Owner")

From: DeKay Demolition and Clearing, Inc
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **19107**

PROJECT: Re-Bid-King Estates Middle School – Portable Demolition

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

<u>One Hundred Eighteen Thousand Ninety Eight</u> dollars	\$ <u>118,098</u>
Base Bid Amount	
<u>Ten thousand</u> dollars	\$ <u>10,000.00</u>
Contingency Allowance Amount	
<u>One Hundred Twenty Eight Thousand Ninety Eight</u> dollars	\$ <u>128,098</u>
Total Bid Amount	
Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost.	

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-2

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

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

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

8. Bidder acknowledges that the license required for performance of the Work is a _____ license.

9. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 29 day of May 20 19

Name of Bidder: DeKay Demolition and Clearing, Inc.

Type of Organization: General Contractor

Signed by: [Signature]

Title of Signer: Office Manager

Address of Bidder: 8105 Edgewater Dr. #215 Oakland, CA 94621

OAKLAND UNIFIED SCHOOL DISTRICT
 Re-Bid-King Estates Middle School
 Portable Demolition
 Project No. 19107
 May 16, 2019

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-4**

Taxpayer Identification No. of Bidder: 35-2334076

Telephone Number: 510-430-2608

Fax Number: 510-430-2682

E-mail: office@ackdemonet Web Page: N/A

Contractor's License No(s): No.: 902267 Class: A, C2, C61 Expiration Date: 8/2020

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 100000429

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-5

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Dekay Demolition and Clearing, Inc., as Principal ("Principal"), and Argonaut Insurance Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Oakland Unified School District ("District") of Alameda County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent of their Greatest Amount Bid Dollars (\$ 10% of G.A.B.)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Re-Bid- King Estates School - Portable * ("Project" or "Contract").

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

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

* Demolition Project, 8251 Fontaine Street, Oakland, CA. 94612
OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

BID BOND
DOCUMENT 00 43 13-1

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 28th day of May, 2019.

Dekay Demolition and Clearing, Inc.

Principal

By

Argonaut Insurance Company

c/o CMGIA - 20335 Ventura Blvd., Suite 426, Woodland Hills, CA 91364

Surety

By Stephanie Hope Shear, Attorney-in-Fact

IOA Insurance Services

Name of California Agent of Surety

2180 Harvard St., Suite 450, Sacramento, CA 95815

Address of California Agent of Surety

(877)857-6942

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

BID BOND
DOCUMENT 00 43 13-2

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

№ 08330

Amended
Certificate of Authority

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

Argonaut Insurance Company

of Illinois, organized under the
laws of Illinois, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine,

Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, effective as of the 31st
day of December, 2006, I have hereunto
set my hand and caused my official seal to be affixed this
13th day of December, 2006.



John Garamendi
Insurance Commissioner

By

Patricia K. Staggs
for Richard D. Baum Deputy
Chief Deputy

NOTICE:

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

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by: 

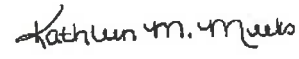
Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument 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 County of Harris, the day and year first above written.




(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 28th day of May, 2019.





James Bluzard, Vice President-Surety

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 LOS ANGELES)

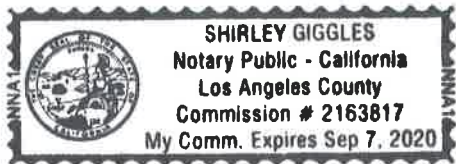
On MAY 28 2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the Off Mgr of DeKay Demo, the party making the foregoing bid.
[Title] [Name of Firm]

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/29/19,
[Date]

at Oakland, CA.
[City] [State]

Date:

5/29/19

Proper Name of Bidder:

DeKay Demolition and Clearing, Inc.

Signature:

[Signature]

Print Name:

Chris DeKay

Title:

Office Manager

END OF DOCUMENT

DOCUMENT 00 61 13.13

Bond Number: S001-7696

Premium: \$1,500.00

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor 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:

Re-Bid King Estates Middle School Portable Demolition; Project No. 19107

("Project" or "Contract") which Contract dated June 27, 2019, 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 Allied World Insurance Company
("Surety") are held
and firmly bound unto the Board of the District in the penal sum of
One Hundred Thousand and No/100*****

Dollars (\$ 100,000.00*****), lawful money of the United States, for the payment of which sum
well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and
assigns jointly and severally, firmly by these presents, to:

- Promptly 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.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing
the Contract in accordance with its terms and conditions, and upon determination by the District of
the lowest responsible bidder, arrange for a contract between such bidder and the District and make
available as Work progresses sufficient funds to pay the cost of completion less the "balance of the
Contract Price," and to pay and perform all obligations of Principals under the Contract, including,
without limitation, all obligations with respect to warranties, guarantees and the payment of
liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall
mean the total amount payable to Principal by the District under the Contract and any modifications
thereto, less the amount previously paid by the District to the Principal, less any withholdings by the
District allowed under the Contract. District shall not be required or obligated to accept a tender of
a completion contractor from the Surety for any or no reason.

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

PERFORMANCE BOND
DOCUMENT 00 61 13.13-1

FACILITIES MGMT

12 JUN 19 AM 10:25

The condition of the obligation is such that, if the above bound Principal, 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 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.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

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 and replacements 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 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. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety 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.

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 27th day of June, 2019.

Asbestos Management Group of
California, Inc., dba AMG

Principal

By

Sherent Bates. President

Allied World Insurance Company

Surety

By Sandra R. Black, Attorney-in-Fact

Edgewood Partners Insurance Center

Name of California Agent of Surety

1765 Challenge Way, Ste. 200, Sacramento, CA 95815

Address of California Agent of Surety

877-222-0000

Telephone No. of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

**PERFORMANCE BOND
DOCUMENT 00 61 13.13-2**

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

PERFORMANCE BOND
DOCUMENT 00 61 13.13-3

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Allied World Insurance Company

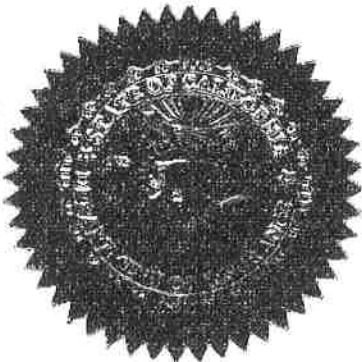
of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

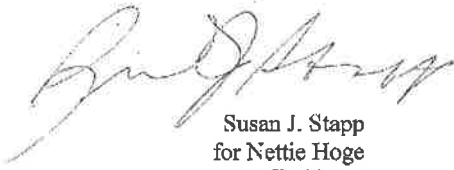
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect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

IN WITNESS WHEREOF, *effective as of the 22nd day of May, 2013,*
I have hereunto set my hand and caused my official seal to be affixed
this 22nd day of May, 2013.



By

Dave Jones
Insurance Commissioner


Susan J. Stapp
for Nettie Hoge
Chief Deputy

NOTICE:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 6/27/19 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black

Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:
Allied World Insurance
Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:



ALLIED WORLD INSURANCE COMPANY
 199 Water Street
 New York, NY 10038
 USA

POWER OF ATTORNEY

Issue Date: December 11, 2018

No. 33026-A1298

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s): Sharon J. Rusconi Sokha Evans
Sandra R. Black
 FIRM: Edgewood Partners Insurance Center 1765 Challenge Way, Ste. 200 Sacramento, CA 95821

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 11th day of December, 2018



Robert E. Staples

Name: Robert E. Staples
 Title: Senior Vice President - Surety

State of Pennsylvania)
 County of Philadelphia)ss.

Diana L. Donahue

On this 11th day of December, 2018, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Notary
 My Commission Expires: 03/28/2020

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Sung Lee, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 27th day of June, 2019

All Claim Notices should be sent to the below:

Allied World Insurance Company
 Attn: Surety Department
 30 South 17th Street, Suite 1600
 Philadelphia, PA 19103

Sung Lee

Sung Lee, VP, Legal

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

(Note: Contractor 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:

Re-Bid King Estates Middle School Portable Demolition

("Project" or "Contract") which Contract dated June 27, 2019, 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 one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Allied World 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 Thousand and No/100**** Dollars (\$ 100,000.00****), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, 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 required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code 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 section 9100 of
OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

PAYMENT BOND
DOCUMENT 00 61 13.16-1

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.

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 27th day of June, 2019.

Asbestos Management Group of
California, Inc., dba AMG
Principal

By

Srent Bates. President

Allied World Insurance Company
Surety

By Sandra R. Black, Attorney-in-Fact

Edgewood Partners Insurance Center

Name of California Agent of Surety

1765 Challenge Way, Ste. 200, Sacramento, CA 95815

Address of California Agent of Surety

877-222-0000

Telephone No. of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bld-King Estates Middle School
Portable Demolition
Project No. 19107
May 16, 2019

PAYMENT BOND
DOCUMENT 00 61 13.16-2

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Allied World Insurance Company

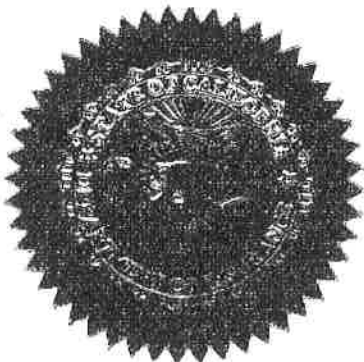
of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, *effective as of the 22nd day of May, 2013,*
I have hereunto set my hand and caused my official seal to be affixed
this 22nd day of May, 2013.



By

Dave Jones
Insurance Commissioner

A handwritten signature in black ink, appearing to read "Susan J. Stapp".

Susan J. Stapp
for Nettie Hoge
Chief Deputy

NOTICE:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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.

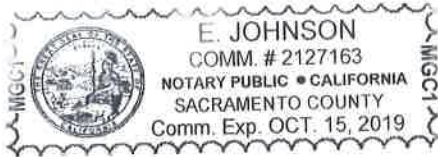
STATE OF CALIFORNIA

County of Sacramento }

On 6/27/19 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:
Allied World Insurance
Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:



ALLIED WORLD INSURANCE COMPANY
 199 Water Street
 New York, NY 10038
 USA

POWER OF ATTORNEY

Issue Date: December 11, 2018

No. 33026-A1299

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

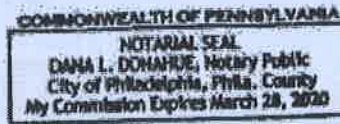
Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s): Sharon J. Rusconi Sokha Evans
Sandra R. Black
 FIRM: Edgewood Partners Insurance Center 1765 Challenge Way, Ste. 200 Sacramento, CA 95821

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 11th day of December, 2018



Robert E. Staples

Name: Robert E. Staples
 Title: Senior Vice President - Surety

State of Pennsylvania)
 County of Philadelphia)ss.

On this 11th day of December, 2018, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Dana L. Donahue

Notary
 My Commission Expires: 03/28/2020

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

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RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Sung Lee, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 27th day of June, 2019

All Claim Notices should be sent to the below:

Allied World Insurance Company
 Attn: Surety Department
 30 South 17th Street, Suite 1600
 Philadelphia, PA 19103

Sung Lee

Sung Lee, VP, Legal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2019

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

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

PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	CONTACT NAME: Linda Reynolds PHONE (A/C, No, Ext): 650-378-4258 E-MAIL ADDRESS: lreynolds@andreini.com	FAX (A/C, No): 650-378-4361
	INSURER(S) AFFORDING COVERAGE	
INSURED ASBES-2 Asbestos Management Group of California, Inc. 3438 Helen Street Oakland CA 94608	INSURER A: Starr Surplus Lines Ins. Co. NAIC # 13604	
	INSURER B: Starr Indemnity & Liability Co 38318	
	INSURER C: Redwood Fire & Casualty Ins Co 11673	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 863735213 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: \$3,000,000	Y	Y	1000067323191	3/29/2019	3/29/2020	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ Included PRODUCTS - COMP/OP AGG \$ 3,000,000 Policy Aggregate \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1000636670191	3/29/2019	3/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000337585191	3/29/2019	3/29/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod/Comp Ops \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ASWC029042	3/29/2019	3/29/2020	<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
A	Pollution Professional			1000067323191	3/29/2019	3/29/2020	Each Occurrence 3,000,000 Each Claim 3,000,000 Policy Aggregate 3,000,000


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

Policy provisions apply only when required by written contract, and are limited to the operations of the Insured under said contract.

Re: Job #19-7071 / Project #19107: King Estates Portable Demolition

Oakland Unified School District, the Architect and the Project Manager are named as Additional Insured on a primary and non-contributory basis with respect to General and Auto Liability per attached endorsements.

See Attached...

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

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ADDITIONAL REMARKS SCHEDULE

AGENCY Andreini & Company-San Mateo		NAMED INSURED Asbestos Management Group of California, Inc. 3438 Helen Street Oakland CA 94608	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

General, Auto Liability and Workers' Compensation Waivers of Subrogation apply, if required by written contract, per attached endorsements.

The Producer will endeavor to mail 30 days written notice to the Certificate Holder if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy Number: 1000636670191

Effective Date: 03/29/19 at 12:01 AM

Named Insured: Asbestos Management Group of California

ADDITIONAL INSURED - Where Required Under Contract or Agreement (Additional Insured Schedule)

This policy is amended as follows:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED: Where Required by Written Contract

- I. SECTION II – LIABILITY COVERAGE A. Coverage, 1. Who is Insured, is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.

Signed for STARR INDEMNITY & LIABILITY COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel

POLICY NUMBER:
1000636670191

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Asbestos Management Group of California

Endorsement Effective Date: 3/29/2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Where Required by Written Contract

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Starr Surplus Lines Insurance Company

Amendment of Limits of Insurance (Per Project or Per Location Aggregate Limit)

Policy Number:

Effective Date: March 29, 2019 at 12:01 A.M.

Named Insured: Asbestos Management Group of California

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only one of the following:

1.

- Per Project General Aggregate Limit
- Per Location General Aggregate Limit
- Per Project and Per Location General Aggregate Limit \$ 3,000,000

2.

- Overall Policy Aggregate Limit

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. SECTION III – LIMITS OF INSURANCE, is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Persons or organizations making claims or bringing "suits".

4. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".



Starr Surplus Lines Insurance Company

5. Subject to 2 above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
6. Subject to 2 or 3 above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
7. Subject to 5 above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission by the owner.
8. Subject to 5 above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
9. Subject to 2, 4, 5, 6, and/or 7 above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical expenses under Coverage Carising out of the any single Location described above.
10. Subject to 2, 4, 5, 6, and/or 7 above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - d. Damages under Coverage A;
 - e. Damages under Coverage B; and
 - f. Medical expenses under Coverage Carising out of the any single Location described above.
11. The Overall Policy Aggregate is the most we will pay in any policy period regardless of number of projects or locations.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.



Starr Surplus Lines Insurance Company

	<u>Limits of Insurance</u>
General Aggregate Limit	N/A
Each Occurrence Limit	\$ 3,000,000
Products-Completed Operations Aggregate Limit	\$ 3,000,000
Personal & Advertising Injury Limit	\$ 3,000,000
Damage to Premises Rented to You	\$ 100,000
Medical Expense Limit	\$ 5,000
Overall Policy Aggregate Limit Capped At	\$ 5,000,000

I. **SECTION V – DEFINITIONS:** is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY



Steve Blakey, President



Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000067323191 **Effective Date:** March 29, 2019 at 12:01 A.M.
Named Insured: Asbestos Management Group of California

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage Form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY



Steve Blakey, President



Nehemiah E. Ginsburg, General Counsel

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

All CA Operations

Waiver Premium (prior to adjustments)

6469.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 03/29/2019

Policy No.: ASWC029042

Endorsement No.:

Insured:

Premium \$

Insurance Company: Redwood Fire and Casualty Ins Co

Countersigned by _____



Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name King Estates King Estates Portable Demo Site 210

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name Asbestos Management Group (AMG) Agency's Contact Andres Arce aarce@amgofca.com OUSD Vendor ID # 000500 Vendor Title: Address 3438 Helen Street Oakland, CA 94608 Telephone (510) 654-8441 Policy Expires: Contractor History Previously been an OUSD contractor? Yes Worked as an OUSD employee? No OUSD Project # 19107

Term

Date Work Will Begin 7/17/2019 Date Work Will End By 7/31/2019 (not more than 5 years from start date)

Compensation

Total Contract Amount Total Contract Not To Exceed \$100,000.00 Pay Rate Per Hour (if Hourly) If Amendment, Changed Amount Other Expenses Requisition Number

Budget Information

Table with columns: Resource #, Funding Source, Org Key, Object, Amount. Row 1: 9450/9793, Fund 21, Measure J, 210-9450-0-9793-8500-6271-216-9180-9905-9999-99999, 6271, \$100,000.00

Approval and Routing (in order of approval steps)

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

Division Head Phone 510-535-7038 Fax 510-535-7082 1. Director, Department of Facilities Planning and Management Signature Date Approved 6/11/19 2. General Counsel, Department of Facilities Planning and Management Signature (as to terms only) Date Approved 6/10/19 3. Deputy Chief, Department of Facilities Planning and Management Signature Date Approved 6/11/19 4. Senior Business Officer, Board of Education Signature Date Approved 5. President, Board of Education Signature Date Approved