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File ID Number	14-1635
Introduction Date	8-13-2014
Enactment Number	14-1497
Enactment Date	8-13-14

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
 By: Vernon Hal, Deputy Superintendent, Business Operations
 Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date August 13, 2014

Subject Award of Bid - Turner Group Construction - Various Sites Portable Demolition Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-0009, Award of Bid and Construction Contract on behalf of the District for the Various Sites Portable Demolition Project to Turner Group Construction 8055 Collins Drive, Oakland, CA 94621 in the amount of \$451,462.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Thirty (30) days Calendar Days, commencing August 14, 2014, and ending on September 14, 2014.

Background The portables are being demolished in order to make room for the new construction project.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.



Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-0009, Award of Bid and Construction Contract on behalf of the District for the Various Sites Portable Demolition Project to Turner Group Construction 8055 Collins Drive, Oakland, CA 94621 in the amount of \$451,462.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Thirty (30) days Calendar Days, commencing August 14, 2014, and ending on September 14, 2014.

Fiscal Impact

Measure J, Fund 21

Attachments

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

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 17th day of July, 2014, by and between the Oakland Unified School District ("District" or "Owner") and Turner Group Construction ("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: Various Sites Portable Demolition Project

PROJECT NO.: 13147

RESOLUTION NUMBER: 1415-0009

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 Thirty (30) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing

the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by September 12, 2014.**

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

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type Class B-862978 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

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

Various Sites Portable Demolition Project

**(Four hundred thirty-one thousand, four hundred sixty-two dollars and no cent),
(Base Contract Amount)**

+ **\$431,462.00**

(Twenty thousand dollars and no cents), (Contingency Allowance Amount)

= **\$20,000.00**

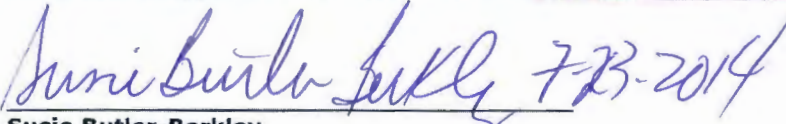
(\$451,462.00), ("Contract Price")

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

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

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

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


Susie Butler-Berkley
Contract Analyst

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

Dated: 8-13, 2014

Dated: July 18, 2014

OAKLAND UNIFIED SCHOOL DISTRICT

Turner Group Construction **CONTRACTOR**

By:  8-14-14

By: 

Print Name: David Kakashiba

Print Name: Officer

Print Title: President, Board of Education

Print Title: LEW TURNER

By:  8-14-14

Print Name: Antwan Wilson, Superintendent

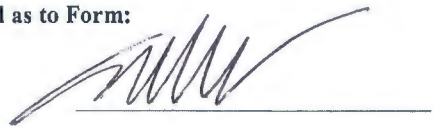
Print Title: Secretary, Board of Education

By:  7/30/14

Print Name: Timothy E. White

Print Title: Associate Superintendent
Facilities, Planning and Management

Approved as to Form:

By: 

Print Name: Catherine Boskoff

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

File ID Number: 14-1635
Introduction Date: 8-13-14
Enactment Number: 14-1997
Enactment Date: 8-13-14
Rv:

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

RESOLUTION NO. 1415-0009

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
VARIOUS SITES PORTABLE DEMOLITION PROJECT**

WHEREAS the DISTRICT has heretofore requested bids include the demolition of thirteen (13) District owned portables in two locations at Fremont High School. Work includes disconnecting utilities, hazardous material abatement, concrete foundation removal earthwork and new paving in portable crawl spaces and resurfacing existing paving for the Various Sites Portable Demolition for the Oakland Unified School District of Alameda County, California; and;

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

Contractor:	Location	Bid Amount
Turner Group Construction	Oakland, CA	\$451,462.00
Bay Construction Co.	Oakland, CA	\$462,000.00

and,

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

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

RESOLUTION NO. 1415-0009

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
VARIOUS SITES PORTABLE DEMOLITION PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **TURNER GROUP CONSTRUCTION**, for the performance of the bid work, in the amount of **FOUR HUNDRED FIFTY-ONE THOUSAND, FOUR HUNDRED SIXTY-TWO DOLLARS AND NO CENTS (\$451,462.00)** be and is hereby accepted; all other bids are rejected, if any; and

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

Passed by the following vote:

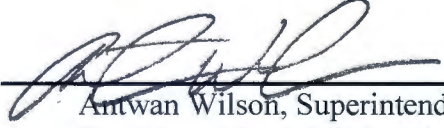
AYES: Jody London, Jumoke Hinton Hodge, Anne Washington, Roseann Torres, Christopher Dobbins, Vice President James Harris and President David Kakishiba

NOES: None

ABSTAINED: None

ABSENT: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on August 13, 2014.



Antwan Wilson, Superintendent and
Secretary, Board of Education

File ID Number: 14-1635
Introduction Date: 8-13-14
Enactment Number: 14-1497
Enactment Date: 8-13-14
Rv

Bond Executed in Duplicate.

Bond No. K08925410
Premium: \$ 7,675

DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and _____
Turner Group Construction _____, ("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:

Various Sites Portable Demolition Project Project No. 13147 _____ (Project Name)
("Project" or "Contract") Resolution Number: 1415-0009

which Contract dated July 17 _____, 20 14, and all of the Contract Documents attached to or
forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and Westchester Fire Insurance Company ("Surety") are held and
firmly bound unto the Board of the District in the penal sum of Four hundred fifty-one thousand four hundred sixty-
two and no/100ths ----- DOLLARS (\$ 451,462.00), lawful money of the United States, for the payment of which
sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns
jointly and severally, firmly by these presents, to:

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
School
Project Name
Project No. 07117
March 11, 2011

PERFORMANCE BOND
DOCUMENT 00 61 14-1

shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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

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

Attention: Eric Altman

Telephone No.: (415) 547 - 4513

Fax No.: (206) 664 - 7757

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22nd day of July, 2014.

Turner Group Construction
Principal

By 

Westchester Fire Insurance Company
Surety

By  Joan DeLuca, Attorney-in-Fact

Woodruff-Sawyer & Company
Name of California Agent of Surety
88 Rowland Way, Suite 180
Novato, CA 94945
Address of California Agent of Surety

415-878-2468
Telephone Number of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
School
Project Name
Project No. 07117
March 11, 2011

PERFORMANCE BOND
DOCUMENT 00 61 14-2

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

**School
Project Name
Project No. 07117
March 11, 2011**

**PERFORMANCE BOND
DOCUMENT 00 61 14-3**

ACKNOWLEDGMENT

State of California
County of Marin)

On July 22, 2014 before me, K. Holtemann, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *K. Holtemann*

(Seal)



Bond Executed in Duplicate.

Bond No. K08925410

Premium: (Included)

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and Turner Group Construction, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Various Sites Portable Demolition Project Project No. 13147 (Project Name)
("Project" or "Contract") Resolution Number: 1415-0009

which Contract dated July 17, 2014, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and Westchester Fire Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Four hundred fifty-one thousand four hundred sixty-two & no/100ths Dollars (\$ 451,462.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

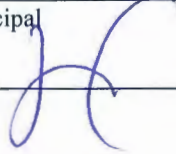
And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change,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

OAKLAND UNIFIED SCHOOL DISTRICT
[School Name]
Project Name
Project No.
March 11, 2011

PAYMENT BOND
DOCUMENT 00 61 15 -1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22nd day of July, 2014

Turner Group Construction
Principal

By 

Westchester Fire Insurance Company
Surety


By Joan DeLuca, Attorney-in-Fact

Woodruff-Sawyer & Company
Name of California Agent of Surety
88 Rowland Way, Suite 180
Novato, CA 94945
Address of California Agent of Surety

415-878-2468
Telephone Number of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
[School Name]
Project Name
Project No.
March 11, 2011

PAYMENT BOND
DOCUMENT 00 61 15 -2

ACKNOWLEDGMENT

State of California
County of Marin)

On July 22, 2014 before me, K. Holtemann, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *K. Holt* (Seal)



Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

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

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

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

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

Does hereby nominate, constitute and appoint Joan DeLuca, Kelly Holtemann, Lawrence J Coyne, Thomas E Hughes, all of the City of NOVATO, California; each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifteen million dollars & zero cents (\$15,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 3 day of October 2012.

WESTCHESTER FIRE INSURANCE COMPANY

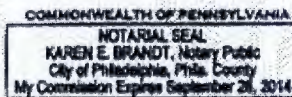


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 3 day of October, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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



Karen E. Brandt
Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 22 day of July 2014.



William L. Kelly
William L. Kelly, Assistant Secretary

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Nº 08847

Amended
Certificate of Authority

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

Westchester Fire Insurance Company

of Pennsylvania, organized under the
laws of Pennsylvania, 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, 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.

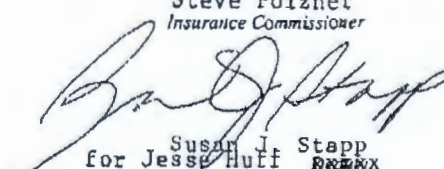
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect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

IN WITNESS WHEREOF, effective as of the 1st
day of January, 2011, I have hereunto
set my hand and caused my official seal to be affixed this
2nd day of December, 2010.



Steve Poizner
Insurance Commissioner

By


Susan I. Stapp
for Jesse Huff, 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.

Bond Executed in Duplicate.

Bond No. K08925410
Premium: \$ 7,675

DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and Turner Group Construction, ("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:

Various Sites Portable Demolition Project Project No. 13147 (Project Name)
("Project" or "Contract") Resolution Number: 1415-0009

which Contract dated July 17, 2014, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and Westchester Fire Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of Four hundred fifty-one thousand four hundred sixty-two and no/100ths DOLLARS (\$ 451,462.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
School
Project Name
Project No. 07117
March 11, 2011

PERFORMANCE BOND
DOCUMENT 00 61 14-1

shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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

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

Attention: Eric Altman

Telephone No.: (415) 547 - 4513

Fax No.: (206) 664 - 7757

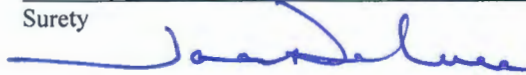
E-mail Address: Eric.Altman@ACEGroup.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22nd day of July, 20 14.

Turner Group Construction
Principal

By _____

Westchester Fire Insurance Company
Surety



By Joan DeLuca, Attorney-in-Fact

Woodruff-Sawyer & Company

Name of California Agent of Surety
88 Rowland Way, Suite 180
Novato, CA 94945

Address of California Agent of Surety

415-878-2468

Telephone Number of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
School
Project Name
Project No. 07117
March 11, 2011

PERFORMANCE BOND
DOCUMENT 00 61 14-2

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

END OF DOCUMENT

ACKNOWLEDGMENT

State of California
County of Marin)

On July 22, 2014 before me, K. Holtemann, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *K. Holt* (Seal)



Bond Executed in Duplicate.

Bond No. K08925410

Premium: (Included)

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and Turner Group Construction, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Various Sites Portable Demolition Project Project No. 13147 (Project Name)
("Project" or "Contract") Resolution Number: 1415-0009

which Contract dated July 17, 2014, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and Westchester Fire Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Four hundred fifty-one thousand four hundred sixty-two & no/100ths Dollars (\$ 451,462.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
[School Name]
Project Name
Project No.
March 11, 2011

PAYMENT BOND
DOCUMENT 00 61 15 -1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22nd day of July, 2014

Turner Group Construction
Principal

By _____

Westchester Fire Insurance Company
Surety



By Joan DeLuca, Attorney-in-Fact

Woodruff-Sawyer & Company
Name of California Agent of Surety
88 Rowland Way, Suite 180
Novato, CA 94945
Address of California Agent of Surety
415-878-2468
Telephone Number of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
[School Name]
Project Name
Project No.
March 11, 2011

PAYMENT BOND
DOCUMENT 00 61 15 -2

ACKNOWLEDGMENT

State of California
County of Marin)

On July 22, 2014 before me, K. Holtemann, Notary Public
(Insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *K. Holt*

(Seal)



Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

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

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

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

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

Does hereby nominate, constitute and appoint Joan DeLuca, Kelly Holtemann, Lawrence J Coyne, Thomas E Hughes, all of the City of NOVATO, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifteen million dollars & zero cents (\$15,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 3 day of October 2012.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 3 day of October, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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



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

Karen E. Brandt
Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 22 day of July 2014



William L. Kelly
William L. Kelly, Assistant Secretary

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



CERTIFICATE OF LIABILITY INSURANCE

TURNE-2

OP ID: JK

DATE (MM/DD/YYYY)

07/18/14

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

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

PRODUCER The Godfather's Ins. Svc. LLC P.O. Box 248 Upland 91785 Julie A. Kerth	Phone: 909-946-8786 Fax: 909-946-5159	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER B : United Financial Casualty Co.</td> <td>11770</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Admiral Insurance Company	24856	INSURER B : United Financial Casualty Co.	11770	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED TURNER GROUP CONST INC 8055 COLLINS DRIVE OAKLAND, CA 94621															

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

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

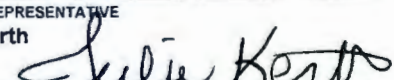
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	CA000018891-01	02/14/14	02/14/15	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> \$2,500 DED					PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY		013741550	02/18/14	02/18/15	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
A	UMBRELLA LIAB		EX000014033-01	02/14/14	02/14/15	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR				AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
DED RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
Y/N <input type="checkbox"/> N/A						E L EACH ACCIDENT	\$
						E L DISEASE - EA EMPLOYEE	\$
						E L DISEASE - POLICY LIMIT	\$
10 DAYS NOTICE FOR CANCELLATION						FOR NON-PAY, 30 DAYS OR NON-REPORTING	

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

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED TO THE OPERATIONS OF THE NAME INSURED.

PROJECT: VARIOUS SITES PORTABLE DEMO

CERTIFICATE HOLDER**CANCELLATION**

OAKLANU OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH STREET OAKLAND, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Julie A. Kerth 
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that is an owner of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	All locations except locations where "your work" is or was related to a job or project involving single-family dwellings, multi-family dwellings (other than rental apartments in an apartment building: (a) originally constructed and at all times used for such purpose, or (b) converted from a commercial building), condominiums, townhomes, townhouses, time-share units, fractional-ownership units, cooperatives and/or any other structure or space used or intended to be used as a residence.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<p>Name Of Person Or Organization: Any person or organization, but only if the following conditions are met: a) You have expressly agreed to the waiver in a written contract entered into by you; and b) The injury or damage occurs subsequent to the execution of the written contract..</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage aris-

ing out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY/NON-CONTRIBUTING INSURANCE
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

ANY PERSON OR ORGANIZATION QUALIFYING AS AN INSURED UNDER THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS ENDORSEMENT FORM CG201007/04 AND CG2037 07/04 ATTACHED TO THIS POLICY.

It is agreed that Commercial General Liability Coverage Form CG 00 01 Section IV paragraphs 4.b. and 4.c. do not apply with respect to other valid and collectible Commercial General Liability insurance, whether primary or excess, available to the person or organization shown in the Schedule and:

- 1) Who is an insured under an Additional Insured-Owners, Lessees or Contractors endorsement attached to this policy; and

- 2) Who requires by specific written contract that this insurance is to be primary and/or non-contributory to other valid and collectible insurance available to that person or organization.

This endorsement does not change the scope of coverage provided to the person or organization by any Additional Insured endorsement.

All other terms and conditions remain unchanged.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-18-2014

GROUP:
POLICY NUMBER: 9050224-2014
CERTIFICATE ID: 59
CERTIFICATE EXPIRES: 08-21-2014
04-01-2014/08-21-2014

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH ST
OAKLAND CA 94601-4404

NA

JOB: VARIOUS SITES PORTABLE DEMO

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period that will expire or did expire as indicated above.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - TURNER, LEN PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - TURNER, LA TANYA SECRETARY - EXCLUDED.

ENDORSEMENT #1600 - TURNER, LANCE CFO - EXCLUDED.

ENDORSEMENT #1600 - TURNER, LAGON TREASURER - EXCLUDED.

ENDORSEMENT #1600 - HOUSTON, KENNETH VICEPRES - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-01-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

TURNER GROUP CONSTRUCTION
1624 GRAFF CT
SAN LEANDRO CA 94577

NA

[P11,NB]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that is an owner of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	All locations except locations where "your work" is or was related to a job or project involving single-family dwellings, multi-family dwellings (other than rental apartments in an apartment building: (a) originally constructed and at all times used for such purpose, or (b) converted from a commercial building), condominiums, townhomes, townhouses, time-share units, fractional-ownership units, cooperatives and/or any other structure or space used or intended to be used as a residence.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<p>Name Of Person Or Organization: Any person or organization, but only if the following conditions are met: a) You have expressly agreed to the waiver in a written contract entered into by you; and b) The injury or damage occurs subsequent to the execution of the written contract..</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage aris-

ing out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY/NON-CONTRIBUTING INSURANCE
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

ANY PERSON OR ORGANIZATION QUALIFYING AS AN INSURED UNDER THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS ENDORSEMENT FORM CG201007/04 AND CG2037 07/04 ATTACHED TO THIS POLICY.

It is agreed that Commercial General Liability Coverage Form CG 00 01 Section IV paragraphs 4.b. and 4.c. do not apply with respect to other valid and collectible Commercial General Liability insurance, whether primary or excess, available to the person or organization shown in the Schedule and:

- 1) Who is an insured under an Additional Insured-Owners, Lessees or Contractors endorsement attached to this policy; and

- 2) Who requires by specific written contract that this insurance is to be primary and/or non-contributory to other valid and collectible insurance available to that person or organization.

This endorsement does not change the scope of coverage provided to the person or organization by any Additional Insured endorsement.

All other terms and conditions remain unchanged.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-18-2014

GROUP:
 POLICY NUMBER: 9050224-2014
 CERTIFICATE ID: 59
 CERTIFICATE EXPIRES: 08-21-2014
 04-01-2014/08-21-2014

OAKLAND UNIFIED SCHOOL DISTRICT
 955 HIGH ST
 OAKLAND CA 94601-4404

NA

JOB: VARIOUS SITES PORTABLE DEMO

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period that will expire or did expire as indicated above.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - TURNER, LEN PRESIDENT - EXCLUDED.

ENDORSEMENT #1800 - TURNER, LA TANYA SECRETARY - EXCLUDED.

ENDORSEMENT #1600 - TURNER, LANCE CFO - EXCLUDED.

ENDORSEMENT #1600 - TURNER, LAGON TREASURER - EXCLUDED.

ENDORSEMENT #1600 - HOUSTON, KENNETH VICEPRES - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-01-2013 IS
 ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

TURNER GROUP CONSTRUCTION
 1624 GRAFF CT
 SAN LEANDRO CA 94577

NA

[P11,NB]

PRINTED : 07-18-2014



CERTIFICATE OF LIABILITY INSURANCE

TURNE-2

OP ID: JK

DATE (MM/DD/YYYY)

07/18/14

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

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

PRODUCER The Godfather's Ins. Svc. LLC P.O. Box 248 Upland 91785 Julie A. Kerth	Phone: 909-946-8786 Fax: 909-946-5159	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER B:</td> <td>United Financial Casualty Co.</td> <td>11770</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Admiral Insurance Company	24856	INSURER B:	United Financial Casualty Co.	11770	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																						
INSURER F:																						
INSURED TURNER GROUP CONST INC 8055 COLLINS DRIVE OAKLAND, CA 94621																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,500 DED GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CA000018891-01	02/14/14	02/14/15	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			013741550	02/18/14	02/18/15	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 \$			EX000014033-01	02/14/14	02/14/15	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATUTORY LIMITS	OTHER
							E L EACH ACCIDENT	\$
							E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$
	10 DAYS NOTICE FOR CANCELLATION			FOR NON-PAY, 30 DAYS OR NON-REPORTING				

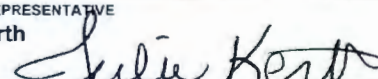
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED TO THE OPERATIONS OF THE NAME INSURED.

PROJECT: VARIOUS SITES PORTABLE DEMO

CERTIFICATE HOLDER

CANCELLATION

OAKLANU OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH STREET OAKLAND, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Julie A. Kerth 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that is an owner of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	All locations except locations where "your work" is or was related to a job or project involving single-family dwellings, multi-family dwellings (other than rental apartments in an apartment building: (a) originally constructed and at all times used for such purpose, or (b) converted from a commercial building), condominiums, townhomes, townhouses, time-share units, fractional-ownership units, cooperatives and/or any other structure or space used or intended to be used as a residence.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

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This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization, but only if the following conditions are met:

- a) You have expressly agreed to the waiver in a written contract entered into by you; and**
- b) The injury or damage occurs subsequent to the execution of the written contract..**

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage aris-

ing out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY/NON-CONTRIBUTING INSURANCE
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

ANY PERSON OR ORGANIZATION QUALIFYING AS AN INSURED UNDER THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS ENDORSEMENT FORM CG201007/04 AND CG2037 07/04 ATTACHED TO THIS POLICY.

It is agreed that Commercial General Liability Coverage Form CG 00 01 Section IV paragraphs 4.b. and 4.c. do not apply with respect to other valid and collectible Commercial General Liability insurance, whether primary or excess, available to the person or organization shown in the Schedule and:

- 1) Who is an insured under an Additional Insured-Owners, Lessees or Contractors endorsement attached to this policy; and

- 2) Who requires by specific written contract that this insurance is to be primary and/or non-contributory to other valid and collectible insurance available to that person or organization.

This endorsement does not change the scope of coverage provided to the person or organization by any Additional Insured endorsement.

All other terms and conditions remain unchanged.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-18-2014

GROUP:
 POLICY NUMBER: 9050224-2014
 CERTIFICATE ID: 59
 CERTIFICATE EXPIRES: 08-21-2014
 04-01-2014/08-21-2014

OAKLAND UNIFIED SCHOOL DISTRICT
 955 HIGH ST
 OAKLAND CA 94601-4404

NA

JOB: VARIOUS SITES PORTABLE DEMO

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period that will expire or did expire as indicated above.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - TURNER, LEN PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - TURNER, LA TANYA SECRETARY - EXCLUDED.

ENDORSEMENT #1600 - TURNER, LANCE CFO - EXCLUDED.

ENDORSEMENT #1600 - TURNER, LAGON TREASURER - EXCLUDED.

ENDORSEMENT #1600 - HOUSTON, KENNETH VICEPRES - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-01-2013 IS
 ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

TURNER GROUP CONSTRUCTION
 1624 GRAFF CT
 SAN LEANDRO CA 94577

NA

[P11,NB]

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: Turner Group Construction
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 13147.

PROJECT: Fremont High School Portable Demolition

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

Base Bid Amount:	\$ <u>431,462.00</u>
Contingency Allowance Amount:	\$20,000.00
Total Bid Amount:	\$ <u>451,462.00</u>

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

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

1. Unit Price(s). The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

NOT APPLICABLE.

2. Contingency Allowance(s). The Bidder's Base Bid shall **NOT** include the Contingency Allowance in Contract Document 00 42 00. The District will add any Contingency Allowance amount to the successful bidder's Contract, at the District's discretion.
3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - The Bid Bond on the District's form or other security ✓
 - The Designated Subcontractors List ✓
 - The Site-Visit Certification, if a site visit was required. ✓
 - The Noncollusion Affidavit ✓
 - Iran Contracting Act Certification ✓
9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>June 25, 2014</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>July 1, 2014</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>July 3, 2014</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

10. **License.**

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
 12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
 13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.
 14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. 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.
 15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

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

Dated this 9th day of July 20 14

Name of Bidder Turner Group Construction, Inc.

Type of Organization General Contractor

Signed by [Signature]

Title of Signer CFD

Address of Bidder 8055 Collins Drive, Oakland, CA 94621

Taxpayer's Identification No. of Bidder 86-1132353

Telephone Number 510-835-0400

Fax Number 510-835-0444

E-mail eve.jones@turnergroupconstruction.com Web page www.turnergroupconstruction.com

Contractor's License No(s): No.: 862978 Class: B Expiration Date: 8/31/2015

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Turner Group Construction, Inc.

President: La Tanya Hawkins

Secretary: _____

Treasurer: Ben Turner, CFD

Manager: _____

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Turner Group Construction, Inc.
 Project: Fremont High School Portable Demolition
 Project #: 13147
 Estimate:

Bid Opening Date: 7/9/14
 Time: 2:00 PM
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
\$ 431,462.00					
PRIME Company: Turner Group Con. Address: 8055 Collins Drive City/State: Oakland, CA Phone: 510-835-0400	\$ 131,292.00		30.43%		6417
Company: DeKey Demolition and Cleanings Address: 7700 Edgewater Dr. #626 City/State: Oakland, CA Phone: 510-430-2668	\$ 219,860.00		51%		2985
Company: Digital Design Community Inc. Address: 8135 Capwell Drive City/State: Oakland, CA 94621 Phone: 510-632-0650	\$ 28,800.00		6.67%		6002
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: TURNER CONSTRUCTION GROUP
 Project: FRAGMENT HIGH PORTABLES
 Project #:
 Estimate:

Bid Opening Date: 7/9/14
 Time: 2 PM
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
\$1 431,462.00					
PRIME Company: NORTH AMERICAN Address: FENCE & RAILING, INC City/State: 515 23 RD AVE OAKLAND, CA Phone: 510 436 0755	\$ 17000		✓ 3.9%		5389
Company: GALLAGHER & BURK Address: HIGH ST. City/State: OAKLAND, CA Phone:	\$ 130,000	✓			
Company: STERLING ENVIRONMENTAL Address: 10205 E ST. City/State: OAKLAND, CA Phone: 510 638-2800	\$ 37,000	✓			
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

City Administrator's Office, Contracts and Compliance Division

Small Local Business Enterprise

Presented to:

TURNER GROUP CONSTRUCTION

Services Provided:

B — General Building Contractor

6417

31-Dec-14

Certification Number

Expiration Date

Shelley Darenburg

04-28-14

Shelley Darenburg,
Senior Contract Compliance Officer

Date



CITY OF OAKLAND

City Administrator's Office, Contracts and Compliance Division

Small Local Business Enterprise

Presented to:

DIGITAL DESIGN COMMUNICATIONS

Services Provided:

238210 Electrical Contractors

517910 Other Telecommunications

6006

30-Jun-16

Certification Number

Expiration Date

Shelley Darenburg

06-17-14

Shelley Darenburg,
Senior Contract Compliance Officer

Date



CITY OF OAKLAND



DOCUMENT 00 43 36
(FORMERLY DOCUMENT 00160)

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Fremont High School Portable Demolition (Project Name)

PROJECT NO.: 13147 BIDDER'S NAME Turner Group Construction

1. Bidder must list hereinafter:

- a. The name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid;

and

- b. The name and location of each prequalified bidder as that term is defined in section 20111.6 of the Public Contract Code. In accordance with Public Contract Code section 20111.6, the following bidders be prequalified on this Project:

- A Contractor with an A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license(s) that intends to bid as a general contractor (prime contractor) directly to the District.
- A Contractor with an A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license(s) that intends to bid as a first-tier subcontractor to a general contractor (prime contractor) that is bidding directly to the District.

2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates and subcontractors that are required to be prequalified pursuant to section 20111.6 of the Public Contract Code.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: DeKay Demolition and Clearing, Inc.

Location (City and State): 7700 Edgewater Dr. Ste 626, Oakland, CA 94621

Scope of Work: Demolition, Hazardous material abatement, & Fencing

Subcontractor Name: Digital Design Communications

Location (City and State): 8135 Capwell Dr, Oakland, CA 94621

Scope of Work: Electrical

Subcontractor Name: Ransome Company

Location (City and State): 1933 Williams St, San Leandro, CA 94577

Scope of Work: Grading & Paving

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

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

Date: 7/9/2014

Proper Name of Bidder: Turner Group Construction

Signature: 

Print Name: Larry A. Jenkins

Title: Estimator

END OF SECTION

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Turner Group Construction**
 Project: Fremont HS Portable Demolition
 Project #:13137
 Estimate: \$145,000

Date: Wednesday, July 9, 2014
 Time: 2:00 pm
 Project Mgr: Mary Ledezma
 Architect:

Based Bid \$ 431,462.00
 Verified Local Business Participation 5.0% \$ 21,573.10
 Based Bid W/ LBP Discount \$ 409,888.90

	LBE	SLB	SLBR	COMMENTS:
Company: Turner Group Construction				1
Address: 8055 Collins Drive				2
City/State: Oakland, CA			30.43%	3
Phone:(510)835-0400				4
Company: DeKay Demolition				1
Address: 7700 Edgewater Drive #626				2
City/State: Oakland, CA		50.96%		3
Phone:(510)430-2668				4
Company: Digital Design Communications				1
Address: 8135 Capwell Drive				2
City/State: Oakland, CA 94621		6.67%		3
Phone:(510)632-0650				4

TOTAL PARTICIPATION	0.00%	57.63%	30.43%	88.06%
----------------------------	-------	--------	--------	---------------

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: Turner Group Construction
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 13147.

PROJECT: Fremont High School Portable Demolition

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

Base Bid Amount:	<u>\$ 431,462.00</u>
Contingency Allowance Amount:	<u>\$20,000.00</u>
Total Bid Amount:	<u>\$ 451,462.00</u>

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

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Turner Group Construction**
 Project: Fremont HS Portable Demolition
 Project #:13137
 Estimate: \$145,000

Date: Wednesday, July 9, 2014
 Time: 2:00 pm
 Project Mgr: Mary Ledezma
 Architect:

Based Bid		\$	431,462.00
Verified Local Business Participation	5.0%	\$	21,573.10
Based Bid W/ LBP Discount		\$	409,888.90

	LBE	SLB	SLBR	COMMENTS:
Company: Turner Group Construction				1
Address: 8055 Collins Drive				2
City/State: Oakland, CA			30.43%	3
Phone:(510)835-0400				4
Company: DeKay Demolition				1
Address: 7700 Edgewater Drive #626				2
City/State: Oakland, CA		50.96%		3
Phone:(510)430-2668				4
Company: Digital Design Communications				1
Address: 8135 Capwell Drive				2
City/State: Oakland, CA 94621		6.67%		3
Phone:(510)632-0650				4

TOTAL PARTICIPATION	0.00%	57.63%	30.43%
----------------------------	-------	--------	--------

88.06%

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Bay Construction**
 Project: Fremont HS Portable Demolition
 Project #:13137
 Estimate: \$145,000

Date: Wednesday, July 9, 2014
 Time: 2:00 pm
 Project Mgr: Mary Ledezma
 Architect:

Based Bid \$ **442,000.00**

Verified Local Business Participation 2.0% \$ **8,840.00**

Based Bid W/ LBP Discount \$ **433,160.00**

	LBE	SLB	SLBR	COMMENTS:
Company: Bay Construction				1
Address: 4026 MLK Jr. Way		75.11%		2
City/State: Oakland, CA 94607				3
Phone:(510)658-7225				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone:(510)				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone:(510)				4

TOTAL PARTICIPATION	0.00%	75.11%	0.00%	75.11%
----------------------------	-------	--------	-------	---------------

APPROVAL- LBU Compliance Officer _____

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: Turner Group Construction
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 13147.

PROJECT: Fremont High School Portable Demolition

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

Base Bid Amount:	\$ <u>431,462.00</u>
Contingency Allowance Amount:	\$20,000.00
Total Bid Amount:	\$ <u>451,462.00</u>

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

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

NOT APPLICABLE.

2. **Contingency Allowance(s).** The Bidder's Base Bid shall **NOT** include the Contingency Allowance in Contract Document 00 42 00. The District will add any Contingency Allowance amount to the successful bidder's Contract, at the District's discretion.
3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - The Bid Bond on the District's form or other security ✓
 - The Designated Subcontractors List ✓
 - The Site-Visit Certification, if a site visit was required. ✓
 - The Noncollusion Affidavit ✓
 - Iran Contracting Act Certification ✓
9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>June 25, 2014</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>July 1, 2014</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>July 3, 2014</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

10. License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
 12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
 13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.
 14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. 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.
 15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

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

Dated this 9th day of July 20 14

Name of Bidder Turner Group Construction, Inc.

Type of Organization General Contractor

Signed by [Signature]

Title of Signer CFD

Address of Bidder 8055 Collins Drive, Oakland, CA 94621

Taxpayer's Identification No. of Bidder 86-1132353

Telephone Number 510-835-0400

Fax Number 510-835-0444

E-mail eve.jones@turnergroupconstruction.com Web page www.turnergroupconstruction.com

Contractor's License No(s): No.: 862978 Class: B Expiration Date: 8/31/2015

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Turner Group Construction, Inc.

President: La Tanya Hawkins

Secretary: _____

Treasurer: Len Turner, CFD

Manager: _____

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Turner Group Construction, Inc.
 Project: Fremont High School Portable Demolition
 Project #: 13147
 Estimate:

Bid Opening Date: 7/9/14
 Time: 2:00 PM
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
\$ 431,462.00					
PRIME Company: Turner Group Con. Address: 8055 Collins Drive City/State: Oakland, CA Phone: 510-835-0400	\$ 131,292.00		30.43%		6417
Company: DeKey Demolition and Cleanings Address: 7700 Edgewater Dr. #626 City/State: Oakland, CA Phone: 510-430-2668	\$ 219,860.00		51%		6985
Company: Digital Design Communications Address: 8135 Capwell Drive City/State: Oakland, CA 94621 Phone: 510-632-0650	\$ 28,800.00		6.67%		6006
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL - LBU Compliance Officer

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

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: TURNER CONSTRUCTION GROUP
 Project: FRAGMENT HIGH PUNTABLES
 Project #:
 Estimate:

Bid Opening Date: 7/9/14
 Time: 2PM
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
\$	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
431,462.00					
PRIME Company: NORTH AMERICAN Address: FENCE & RAILING, INC. City/State: 515 23RD AVE OAK, CA Phone: 510 436 0755	\$ 17000		3.7%		5389
Company: GALLAGHER & BURK Address: HIGH ST. City/State: OAKLAND, CA Phone:	\$ 130,000				
Company: STERLING ENVIRONMENTAL Address: 10205 E ST. City/State: OAKLAND, CA Phone: 510 638-2800	\$ 37,000				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

Small Local Business Enterprise

Presented to:

TURNER GROUP CONSTRUCTION

Services Provided:

B — General Building Contractor

6417

Certification Number

31-Dec-14

Expiration Date

Shelley Darensburg

Shelley Darensburg,
Senior Contract Compliance Officer

04-28-14

Date



CITY OF OAKLAND



Small Local Business Enterprise

Presented to:

DIGITAL DESIGN COMMUNICATIONS

Services Provided:

238210 Electrical Contractors

517910 Other Telecommunications

6006

30-Jun-16

Certification Number

Expiration Date

Shelley Darensburg

06-17-14

Shelley Darensburg,
Senior Contract Compliance Officer

Date



CITY OF OAKLAND



DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: MARK LEE AND YONG KAY, D.B.A. BAY CONSTRUCTION CO.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 13147.

PROJECT: FREMONT HIGH SCHOOL PORTABLE DEMOLITION

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

Base Bid Amount:	\$ <u>442 000</u>
Contingency Allowance Amount:	\$20,000.00
Total Bid Amount:	\$ <u>462 000</u>

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

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

NOT APPLICABLE.

2. **Contingency Allowance(s).** The Bidder's Base Bid shall **NOT** include the Contingency Allowance in Contract Document 00 42 00. The District will add any Contingency Allowance amount to the successful bidder's Contract, at the District's discretion.
3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>6/25/2014</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>7/1/2014</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>7/3/2014</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

10. **License.**

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
 12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
 13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.
 14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. 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.
 15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

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

Dated this 09 day of JULY 20 14

Name of Bidder BAY CONSTRUCTION CO.

Type of Organization CORPORATION

Signed by 

Title of Signer PRESIDENT

Address of Bidder 4026 MARTIN LUTHER KING JR WAY, OAKLAND, CA 94609

Taxpayer's Identification No. of Bidder 943102890

Telephone Number (510) 658-7225

Fax Number (510) 658-4890

E-mail YONGKAY@YAHOO.COM Web page _____

Contractor's License No(s): No.: 593411 Class: A, B, C27 Expiration Date: 05/16

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: MARK LEE AND YONG KAY, D.B.A. BAY CONSTRUCTION CO.

President: YONG KAY

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: BAY CONSTRUCTION CO.
 Project: FREMONT HIGH SCHOOL PORTABLES DEMOLITION
 Project #: 13147
 Estimate:

Bid Opening Date: 07/09/2014
 Time: 2:00 PM
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
442000					
PRIME Company: BAY CONSTRUCTION CO. Address: 4026 MARTIN LUTHER KING JR WAY City/State: OAKLAND, CA 94609 Phone: 510-658-7225	\$ 332000	50%			2170
Company: RANSOME CO Address: 1933 WILLIAMS City/State: SAN LEANDRO, CA Phone: 510 686 9900	\$ 45000				
Company: TYLO SIMPLEX GRINNELL Address: 6952 PRESTON AVE City/State: LIVERMORE, CA Phone: 925-687-6957	\$ 7000				
Company: RB CONSTRUCTION Address: 893 BOGGS TERRACE City/State: FREMONT, CA Phone: 510-683-8780	\$ 58000				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL: LBU Compliance Officer

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

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

NOT APPLICABLE.

2. **Contingency Allowance(s).** The Bidder's Base Bid shall **NOT** include the Contingency Allowance in Contract Document 00 42 00. The District will add any Contingency Allowance amount to the successful bidder's Contract, at the District's discretion.
3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - The Bid Bond on the District's form or other security ✓
 - The Designated Subcontractors List ✓
 - The Site-Visit Certification, if a site visit was required. ✓
 - The Noncollusion Affidavit ✓
 - Iran Contracting Act Certification ✓
9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>June 25, 2014</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>July 1, 2014</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>July 3, 2014</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

10. **License.**

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
 12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
 13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.
 14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. 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.
 15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

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

Dated this 9th day of July 20 14

Name of Bidder Turner Group Construction, Inc.

Type of Organization General Contractor

Signed by [Signature]

Title of Signer CFD

Address of Bidder 8055 Collins Drive, Oakland, CA 94621

Taxpayer's Identification No. of Bidder 86-1132353

Telephone Number 510-835-0400

Fax Number 510-835-0444

E-mail eve.jones@turnergroupconstruction.com Web page www.turnergroupconstruction.com

Contractor's License No(s): No.: 862978 Class: B Expiration Date: 8/31/2015

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Turner Group Construction, Inc.

President: La Tanya Hawkins

Secretary: _____

Treasurer: Len Turner, CFD

Manager: _____

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Turner Group Construction, Inc.
 Project: Fremont High School Portable Demolition
 Project #: 13147
 Estimate:

Bid Opening Date: 7/9/14
 Time: 2:00 PM
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
# 431,462.00					
PRIME Company: Turner Group Con. Address: 8055 Collins Drive City/State: Oakland, CA Phone: 510-835-0400	\$ 131,292.00		30.43%		6417
Company: DeKey Demolition and Cleanings Address: 7700 Edgewater Dr. #626 City/State: Oakland, CA Phone: 510-430-2668	\$ 219,860.00		51%		6985
Company: Digital Design Communities Address: 9135 Cipriani Drive City/State: Oakland, CA 94621 Phone: 510-632-0650	\$ 28,800.00		6.67%		6006
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: TURNER CONSTRUCTION GROUP
 Project: FRAGMENT HIGH PORTABLES
 Project #:
 Estimate:

Bid Opening Date: 7/9/14
 Time: 2 PM
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
\$ 431,462.70					
PRIME Company: NORTH AMERICAN Address: FENCE & RAILING, INC. City/State: 515 2355 AVE OAKLAND, CA Phone: 510 436 0755	\$ 17000		3.70		5389
Company: GALLAGHER & BURK Address: HIGH ST. City/State: OAKLAND, CA Phone:	\$ 130,000	✓			
Company: STERLING ENVIRONMENTAL Address: 10203 E ST. City/State: OAKLAND, CA Phone: 510 638-2800	\$ 37,000	✓			
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

City Administrator's Office, Contracts and Compliance Division

Small Local Business Enterprise

Presented to:

TURNER GROUP CONSTRUCTION

Services Provided:

B — General Building Contractor

6417

Certification Number

31-Dec-14

Expiration Date

Shelley Darenburg

Shelley Darenburg,
Senior Contract Compliance Officer

04-28-14

Date



CITY OF OAKLAND



City Administrator's Office, Contracts and Compliance Division

Small Local Business Enterprise

Presented to:

DIGITAL DESIGN COMMUNICATIONS

Services Provided

238210 Electrical Contractors

517910 Other Telecommunications

6006

30-Jun-16

Certification Number

Expiration Date

Shelley Darenburg

06-17-14

Shelley Darenburg,
Senior Contract Compliance Officer

Date



CITY OF OAKLAND



DOCUMENT 00 43 36
(FORMERLY DOCUMENT 00160)

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Fremont High School Portable Demolition (Project Name)

PROJECT NO.: 13147 BIDDER'S NAME Turner Group Construction

1. Bidder must list hereinafter:

- a. The name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid;

and

- b. The name and location of each prequalified bidder as that term is defined in section 20111.6 of the Public Contract Code. In accordance with Public Contract Code section 20111.6, the following bidders be prequalified on this Project:

- A Contractor with an A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license(s) that intends to bid as a general contractor (prime contractor) directly to the District.
- A Contractor with an A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license(s) that intends to bid as a first-tier subcontractor to a general contractor (prime contractor) that is bidding directly to the District.

2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates and subcontractors that are required to be prequalified pursuant to section 20111.6 of the Public Contract Code.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: DeKay Demolition and Clearing, Inc.

Location (City and State): 7700 Edgewater Dr. Ste 626, Oakland, CA 94621

OAKLAND UNIFIED SCHOOL DISTRICT
Fremont High School
Portable Demolition
Project No. 13147
June 17, 2014

DESIGNATED SUBCONTRACTORS LIST
DOCUMENT 00 43 36-1

Scope of Work: Demolition, Hazardous material abatement, & Fencing

Subcontractor Name: Digital Design Communications

Location (City and State): 8135 Capwell Dr, Oakland, CA 94621

Scope of Work: Electrical

Subcontractor Name: Ransome Company

Location (City and State): 1933 Williams St, San Leandro, CA 94577

Scope of Work: Grading & Paving

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____


Scope of Work: _____

Subcontractor Name: _____

Location (City and State): _____

Location (City and State): _____
 Scope of Work: _____
Subcontractor Name: _____
 Location (City and State): _____
 Scope of Work: _____
Subcontractor Name: _____
 Location (City and State): _____
 Scope of Work: _____
Subcontractor Name: _____
 Location (City and State): _____
 Scope of Work: _____
Subcontractor Name: _____
 Location (City and State): _____
 Scope of Work: _____
Subcontractor Name: _____
 Location (City and State): _____
 Scope of Work: _____

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

Date: 7/9/2014
 Proper Name of Bidder: Turner Group Construction
 Signature: 
 Print Name: Larry A. Jenkins
 Title: Estimator

END OF SECTION

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Turner Group Construction**
 Project: Fremont HS Portable Demolition
 Project #:13137
 Estimate: \$145,000

Date: Wednesday, July 9, 2014
 Time: 2:00 pm
 Project Mgr: Mary Ledezma
 Architect:

Based Bid \$ **431,462.00**
Verified Local Business Participation 5.0% \$ **21,573.10**
Based Bid W/ LBP Discount \$ **409,888.90**

	LBE	SLB	SLBR	COMMENTS:
Company: Turner Group Construction				1
Address: 8055 Collins Drive				2
City/State: Oakland, CA			30.43%	3
Phone:(510)835-0400				4
Company: DeKay Demolition				1
Address: 7700 Edgewater Drive #626				2
City/State: Oakland, CA		50.96%		3
Phone:(510)430-2668				4
Company: Digital Design Communications				1
Address: 8135 Capwell Drive				2
City/State: Oakland, CA 94621		6.67%		3
Phone:(510)632-0650				4

TOTAL PARTICIPATION	0.00%	57.63%	30.43%	88.06%
----------------------------	-------	--------	--------	---------------

AWARD OF BID CONTRACT ROUTING FORM

Project Information			
Project Name	Various Sites Portable Demolition	Site	918
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Turner Group Construction	Agency's Contact	Len Turner
OUSD Vendor ID #	V059096	Title	Contractor
Street Address	8035 Collins Drive	City	Oakland State CA Zip 94
Telephone	510-835-0400	Policy Expires	2-14-2015
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
OUSD Project #	13147		

Term			
Date Work Will Begin	8-14-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	9-15-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$451,462.00
Pay Rate Per Hour <small>(if Hourly)</small>	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	9189905892	6271	\$451,462.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities			
	Signature	Date Approved	7/29/14	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	7/29/14	
3.	Associate Superintendent, Facilities Planning and Management			
	Signature	Date Approved	7/30/14	
4.	Deputy Superintendent, Business Operations			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		