

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-0634
Introduction Date	5-25-2022
Enactment Number	22-1010
Enactment Date	5/25/2022 er



## Memo

**To** Board of Education

**From** Kyla Johnson Trammell  
 Tadashi Nakadegawa, Division of Facilities Planning and Management

**Board Meeting Date** ~~May 11, 2022~~ **May 13, 2022**

**Subject** Change Order No. 1 Agreement Between Owner and Contractor - Data Media Services, Inc. - Various Sites Door Entry System Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Change Order No. 1 of Agreement Between Owner and Contractor by and between the **District and Data Media Services, Inc.**, Stockton, California, for time extension only, for the **Various Sites Door Entry System Project**, and extending the cmTent completion deadline of **February 14, 2022**, to **September 1, 2022 (an additional 199 days)**, pursuant the Change Order.

**Discussion** This Change Order is for one hundred ninety-nine (199) calendar days' extension to the term date due to weather delays.

**LBP (Local Business Participation Percentage)** 0.00%

**Recommendation** Approval by the Board of Education of Change Order No. 1 of Agreement Between Owner and Contractor by and between the **District and Data Media Services, Inc.**, Stockton, California, for time extension only, for the **Various Sites Door Entry System Project**, and extending the current completion deadline of **February 14, 2022**, to **September 1, 2022 (an additional 199 days)**, pursuant the Change Order.

**Fiscal Impact** Fund 21 Building Fund, Measure J

**Attachments**

- Change Order No. 1
- Scope of Work

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7040

## CHANGE ORDER NO. 1

### Design-Bid-Build Contract

**PROJECT:** Various Sites Door Entry Systems Project

**DATE:** FEBRUARY 23, 2022

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** DATA MEDIA SERVICES INC.  
668 QUEENSLAND CIRCLE  
STOCKTON, CA 95026

**DSA FILE NO.:** N/A  
**DSA APP NO.:** N/A  
**OUSD PROJECT #:** 21114  
**PROJECT MANAGER:** Kyle Brower

If not previously directed, the Contractor is hereby directed to perform the Work described in this change order and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs):

A non-compensable time extension moving the contract end date from 2/14/2022 to 9/01/2022.

OTHER AGREED CHANGES TO THE CONTRACT: None

AGREED ADJUSTMENT TO CONTRACT PRICE IN THIS CHANGE ORDER: \$0.00

AGREED ADJUSTMENT TO CONTRACT TIME IN THIS CHANGE ORDER: 199 calendar days

#### SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all specific allowances and any general contingency allowance):	<u>\$139,782.50</u>
Total of Prior Change Orders' Adjustments:	+ <u>\$0.00</u>
Total Contract Price Prior to this Change Order:	= <u>\$139,782.50</u>
This Change Order's Adjustment:	+ <u>\$0.00</u>
New Contract Price (including all allowances):	= <u>\$139,782.50</u>

Current Change Order's Percentage of Original Contract Price: 0.00%

Total Change Orders' Percentage of Original Contract Price: 0.00%

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

#### SUMMARY OF ADJUSTMENTS TO CONTRACT TIME FOR COMPLETION:

Original Contract Time:	60 Calendar Days
Time extensions granted in prior change orders:	+ 0 Calendar Days
Time extension granted in this change order:	+ 199 Calendar Days
Adjusted Contract Time:	= 259 Calendar Days

Start date per Notice to Proceed: December 16, 2021

Completion Deadline Based on Adjusted Contract Time: September 01, 2022

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7040

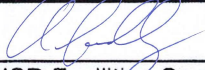
THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

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

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

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

**Approved as to Form:**


  
 \_\_\_\_\_  
 OUSD Facilities Counsel

4/14/22  
 \_\_\_\_\_  
 Date

<p><b>Approved: Architect of Record</b></p> <p style="text-align: center; font-size: 2em; font-family: cursive;">N/A</p> <p>_____</p> <p><b>Date:</b></p>	<p><b>Approved and Agreed: General Contractor</b></p> <p style="text-align: center; font-size: 2em; font-family: cursive;">Kene</p> <p>_____</p> <p><b>Date:</b> 3/22/22</p>	<p><b>Approved and Agreed:</b></p> <p style="text-align: center; font-size: 2em; font-family: cursive;">K. Chaf</p> <p>_____</p> <p><b>Director of Facilities</b></p> <p><b>Date:</b> 3/22/2022</p> <hr/> <p style="text-align: center; font-size: 2em; font-family: cursive;">[Signature]</p> <p>_____</p> <p><b>Deputy Chief of Facilities</b></p> <p><b>Date:</b> 4/14/22</p>
---	--	--

  
 \_\_\_\_\_  
 Gary Yee, Board President

5/26/2022  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Kyla Johnson Trammell, Superintendent  
 and Secretary, Board of Education

5/26/2022  
 \_\_\_\_\_  
 Date

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7040

## CHANGE ORDER NO. 1

(or Proposed Change Order)  
No. 1

**PROJECT:** Various Sites Door Entry Systems Project

**DATE:** FEBRUARY 23, 2022

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT

**DSA FILE NO.:** N/A

**CONTRACTOR:** DATA MEDIA SERVICES INC.

**DSA APP NO.:** N/A

668 QUEENSLAND CIRCLE  
STOCKTON, CA 95026

**OUSD PROJECT #:** 21114

**PROJECT MANAGER:** Kyle Brower

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4J, and 8.4.2.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs):

A non-compensable time extension moving the contract end date from 2/14/2022 to 9/01/2022.

OTHER AGREED CHANGES TO THE CONTRACT: None

AGREED ADJUSTMENT TO CONTRACT PRICE IN THIS CHANGE ORDER: \$0.00

AGREED ADJUSTMENT TO CONTRACT TIME IN THIS CHANGE ORDER: 199 calendar days

\*\*\*\*\*

### CERTIFICATION

I, Christopher Koayen, declare the following:

Data Media Services Inc. has contracted with Oakland Unified School District for the Various Sites Door Entry Systems Project Contract ("Contract"). Data Media Services Inc. authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for Oakland Unified School District regarding this Contract (such COR being dated February 23, 2022, and entitled time extension request, and requesting \$0.00 and/or 199 additional days), and I prepared the attached COR I am the most knowledgeable person at Data Media Services Inc. regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or Data Media Services Inc.



# OAKLAND UNIFIED SCHOOL DISTRICT

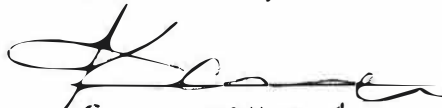
Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7040


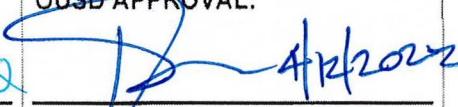
The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District is responsible under its Contract with Data Media Services Inc.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Data Media Services Inc.) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed February 23, 2022, at Oakland, California.

 (signature)  
CHRISTOPHER KEAVEN (name of declarant/contractor)

<b>Initiated by:</b> <u>MA</u> Architect of Record      Date	<b>Reviewed By:</b> <u>KEB</u> <u>3/22/2022</u> Project Manager      Date	<b>Acknowledged By:</b>  <u>3/22/22</u> Contractor      Date
<b>OUSD APPROVAL:</b> <u>KChaf</u> <u>3/22/2022</u> Director of Facilities      Date	<b>OUSD APPROVAL:</b>  <u>4/12/2022</u> Deputy Chief      Date	



**DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM**

**Project Information**

<b>Project Name</b>	<b>Various Sites Door Entry Systems Project</b>	<b>Site</b>	<b>918</b>
---------------------	---	-------------	------------

**Basic Directions**

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

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

**Contractor Information**

Contractor Name	Data Media Services, Inc.	Agency's Contact	Christopher Koayen			
OUSD Vendor ID #	006952	Title	President			
Street Address	668 Queensland Circle	City	Stockton	State	CA	Zip 95206
Telephone	510-639-1914	Policy Expires				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	21114					

**Term of Original/Amended Contract**

Date Work Will Begin (i.e., effective date of contract)	12-16-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	9-01-2022

**Compensation/Revised Compensation**

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$0
Other Expenses		Requisition Number	

**Budget Information**

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

Resource #	Funding Source	Org Key	Object Code	Amount
9860 9650	Fund 21, Measure J	210-9650-0-9860-8500-6274-918-9180-9905-9999-99999	6274	\$0

**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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>				
	Signature <i>K Chatman</i>	Date Approved	4.15.2022		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	Signature <i>Ally</i> Lozano Smith, as to form only	Date Approved	4/14/22		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	Signature <i>[Signature]</i>	Date Approved	4/15/2022		
4.	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature	Date Approved			

and the other hand, the fact that the majority of the respondents were not members of a church or other religious organization, may have influenced the results. The fact that the majority of the respondents were not members of a church or other religious organization, may have influenced the results.

It is important to note that the majority of the respondents were not members of a church or other religious organization. This may have influenced the results. The fact that the majority of the respondents were not members of a church or other religious organization, may have influenced the results.

It is important to note that the majority of the respondents were not members of a church or other religious organization. This may have influenced the results. The fact that the majority of the respondents were not members of a church or other religious organization, may have influenced the results.

It is important to note that the majority of the respondents were not members of a church or other religious organization. This may have influenced the results. The fact that the majority of the respondents were not members of a church or other religious organization, may have influenced the results.

It is important to note that the majority of the respondents were not members of a church or other religious organization. This may have influenced the results. The fact that the majority of the respondents were not members of a church or other religious organization, may have influenced the results.

It is important to note that the majority of the respondents were not members of a church or other religious organization. This may have influenced the results. The fact that the majority of the respondents were not members of a church or other religious organization, may have influenced the results.

It is important to note that the majority of the respondents were not members of a church or other religious organization. This may have influenced the results. The fact that the majority of the respondents were not members of a church or other religious organization, may have influenced the results.



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	21-2706
Introduction Date	12/15/2021
Enactment Number	21-2052
Enactment Date	12/15/2021 er



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

## Memo (Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management @KJ for TM

**Board Meeting Date** December 15, 2021

**Subject** Award of Agreement Between Owner and Contractor - Competitively Bid – Data Media Services, Inc. – Various Sites Door Entry System Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Award of Agreement Between Owner and Contractor by and between the District and Data Media Services, Inc., Stockton, California (“Contractor”), for the latter to provide installation services which consist of installing Aiphone door entry intercom systems for the Various Sites Door Entry System Project, as described in Article I of the Agreement, in the amount of **\$139,782.50**, which includes a contingency of **\$15,000.00**, as Contractor was selected directly after no competitive bids were submitted, with the work anticipated to commence on **December 16, 2021**, and scheduled to last for **Sixty (60)** Calendar days, ending **February 14, 2022**.

**Discussion** The scope of work of the contract consists of installation of Aiphone door entry intercom systems for various sites. Contractor was selected directly after no competitive bids were submitted. (Public Contract Code § 22038(c).)

**LBP** (Local Business Participation Percentage) 0.00%

**Recommendation** Approval by the Board of Education of Award of Agreement Between Owner and Contractor by and between the District and Data Media Services, Inc., Stockton, California (“Contractor”), for the latter to provide installation services which consist of installing Aiphone door entry intercom systems for the Various Sites Door Entry System Project, as described in Article I of the Agreement, in the amount of **\$139,782.50**, which includes a contingency of **\$15,000.00**, as Contractor was selected directly after no competitive bids were submitted, with the work anticipated to commence on **December 16, 2021**, and scheduled to last for **Sixty (60)** Calendar days, ending **February 14, 2022**.

**Fiscal Impact** Fund 21 Measure J

**Attachments**

- Agreement
- Payment & Performance Bonds
- Insurance Certificate





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

**Legislative File ID No.** 21-2706

**Department:** Facilities Planning & Management

**Vendor Name:** Data Media Services, Inc.

**Project No.:** 21114

**Project Name:** Various Sites Door Entry Systems

**Intended End:** 2-14-2022

**Contract Term:** Intended Start: 12-16-2021

**Total Cost Over Contract Term:** \$139,782.50

**Approved by:** Tadashi Nakadegawa

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

**Local Business Policy?**  Yes (No if Unchecked)

**How was this contractor or vendor selected?**

Data Media Services, Inc. was directly selected by the District because no bids were received for this project. The District was obligated to reach out to a qualified contractor who was familiar with this type of work. The District identified the chosen consultant as the most qualified at the most reasonable price.

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

Contractor will provide Installation of Aiphone door entry intercom systems at East Oakland Pride ES, Emerson ES, Global Family School, Hoover ES, MetWest HS Dolores Huerta Campus, Prescott ES, REACH Academy, Urban Promise Academy and Westlake MS including IX-MV7 Desk Station, IX-DV Video Door Station, RIM door strike, IXW-MA network relay, power supplies, conduit and wiring. Successful bidder shall provide programming and training.

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

If "No," please answer the following questions:

- 1) How did you determine the price is competitive?

Data Media Services, Inc. has done and is currently working for the District. Based on their experience and expertise with this particular type of work, the District found that the Contractor performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding – *contact legal counsel to discuss if applicable*
- Sole source contractor – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: No bids were submitted. (PCC§22038(c).) – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- Certain instructional materials (Public Contract Code §20118.3)

- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)
- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

**Maintenance Contract:**

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

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

- Contractor was selected directly after no competitive bids were submitted.



## AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **December 16, 2021**, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and **DATA MEDIA SERVICES, INC.** hereinafter called the "Contractor."

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

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

the Various Sites – Door Entry Systems Project, 955 High Street, Oakland, CA,  
all in strict compliance with the plans, drawings and specifications therefore prepared by

**Oakland Unified School District, PH: 510-535-2728**

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only as specified in the Bid Form.

During the Work, the Contractor shall comply with all legal, contractual, and local government requirements related to the novel coronavirus and COVID-19 that apply to the Work, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

**ARTICLE II. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract."

### **ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be **Sixty (60)** calendar days, which shall start to run either on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **December 16, 2021**, in which case the deadline for Completion would be **February 14, 2022**.

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

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

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

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project: One Thousand Dollars and No/100 (\$1,000.00) for each calendar day.

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

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

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

**ARTICLE IV. PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds ONE HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED EIGHTY-TWO DOLLARS AND 50/100(\$139,782.50) for Work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general allowance (also known as a contingency allowance) of FIFTEEN THOUSAND DOLLARS NO/100 \$15,000.00 to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than specific allowances. Any payment from a contractual allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from a contractual allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from a contractual allowance, no change order approved by Owner's governing body shall be required and the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from a contractual allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their



provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of any contractual allowance may only be increased by a change order approved by Owner's governing body. Once a contractual allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in a contractual allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

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

**ARTICLE VI. TERMINATION.** The Owner or Contractor may terminate the Contract as provided in the General Conditions.

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

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

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

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

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

**ARTICLE IX. APPRENTICES.** The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code,

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

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

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

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

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

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



liability insurance shall be Two Million \$2,000,000 per accident for bodily injury and property damage combined single limit.

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

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

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

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

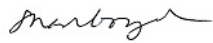
**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.


**ARTICLE XVII. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.


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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Shanthi Gonzales, President, Board of Education  
Date 12/16/2021

  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent,  
Secretary, Board of Education  
Date 12/16/2021

  
\_\_\_\_\_  
Tadashi Nakdegawa Deputy Chief,  
Facilities Planning & Management  
Date 11/19/2021

**CONTRACTOR**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Name

CEO  
\_\_\_\_\_  
Title: Chairman, Pres., or Vice-Pres.

11/17/2021  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title: Secretary, Asst. Secretary, CFO, or Asst. Treasurer

**Approved As To Form:**

  
\_\_\_\_\_  
OUSD Facilities Legal Counsell  
Date 11/19/21

Agreement Over \$60,000 – Data Media Services, Inc.– Various Sites Door Entry Systems Project – \$139,782.50  
{SR526392}

1055604

CALIFORNIA CONTRACTOR'S  
LICENSE NO.

7/31/2023

LICENSE EXPIRATION DATE

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

668 Queensland Circle  
Stockton, CA 95026

Tel:209-688-1385  
ckoayen@datamediaservices.com



LIC No.; 1055604 (C-7)

**PROPOSAL**

Date

10/20/2021

Proposal No: 1010

Billing Address:  
OUSD  
955 High Street  
Oakland, CA, 9462

Premise Address:  
Various Campuses in  
OUSD

Installation of Aiphone door entry intercom systems at East Oakland Pride ES, Emerson ES, Global Family School, Hoover ES, MetWest HS Dolores Huerta Campus, Prescott ES, REACH Academy, Urban Promise Academy and Westlake MS including IX-MV7 Desk Station, IX-DV Video Door Station, RIM door strike, IXW-MA network relay, power supplies, conduit and wiring.

Description	QTY	Unit Price	Total Price
1. Install 1 AIPhone IX-MV7 master stations in the main office.	10	\$3,200.00	\$32,000.00
2. Install an IX-DA video door station at the main door.	10	\$1,550.00	\$15,500.00
3. IXW-MA Network Relay	9	\$1,250.00	\$11,250.00
4. Install a RIM electric door strike for the main door.	8	\$1,450.00	\$12,400.00
5. SBX-IDVF Surface mount Box	9	\$1,480.00	\$13,320.00
6. Power supplies, Conduit and Wiring	1	\$12,350.00	12,350.00
7. Trenching for Gate access and conduit installation	1	13,680.00	13,680.00
8. Provide programming and training.			
9. Shipping and sales tax are included in all material estimates.			
10. One year warranty			
Subtotal:			\$110,500.00
Overhead & Profit:			\$16,575.00
10% Contingency			\$127,075.00
Base Bid Total:			\$139,782.5

A. Cost of Labor included in total price.

**Exclusions:**

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Various Sites  
 Project: Door Entry Systems  
 Project #: 21114  
 Estimate: \$130,000

Date: Tuesday, October 12, 2021  
 Time: 2:00 P.M.  
 Project Mgr: Kyle Brower  
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	Base Bid:	Allowance:	TOTAL:	Required Day of Bid:
Address:		\$15,000.00		Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms
City/State:				
Phone:				
Fax:				
			Time Submitted      Date Submitted	
NO BIDS RECEIVED				
			Time Opened      Date Opened	
Company:				Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms
Address:		\$15,000.00		
City/State:				
Phone:				
Fax:				
			Time Submitted      Date Submitted	
			Time Opened      Date Opened	
Company:				Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms
Address:		\$15,000.00		
City/State:				
Phone:				
Fax:				
			Time Submitted      Date Submitted	
			Time Opened      Date Opened	
Company:				Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms
Address:		\$15,000.00		
City/State:				
Phone:				
Fax:				
			Time Submitted      Date Submitted	
			Time Opened      Date Opened	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/01/2021

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

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

<b>PRODUCER</b> Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madlson Avenue 32nd Floor New York, NY 10022		<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hiscox Insurance Company Inc	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> DATA MEDIA SERVICES, INC. 668 QUEENSLAND CIRCLE STOCKTON CA 95206		<b>NAIC #</b> 10200	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-4030273-CGL-21	01/03/2021	01/03/2022	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 \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> QED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

### CERTIFICATE HOLDER

--

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



**DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM**

**Project Information**

<b>Project Name</b>	Various Sites Door Entry Systems Project	<b>Site</b>	918
---------------------	--	-------------	-----

**Basic Directions**

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

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

**Contractor Information**

<b>Contractor Name</b>	Data Media Services, Inc.	<b>Agency's Contact</b>	Christopher Koayen				
<b>OUSD Vendor ID #</b>	006952	<b>Title</b>	President				
<b>Street Address</b>	668 Queensland Circle	<b>City</b>	Stockton	<b>State</b>	CA	<b>Zip</b>	95206
<b>Telephone</b>	510-639-1914	<b>Policy Expires</b>					
<b>Contractor History</b>	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	21114						

**Term of Original/Amended Contract**

<b>Date Work Will Begin (i.e., effective date of contract)</b>	12-16-2021	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	2-14-2022
		<b>New Date of Contract End (If Any)</b>	

**Compensation/Revised Compensation**

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$139,782.50	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

**Budget Information**

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

Resource #	Funding Source	Org Key	Object Code	Amount
9860 9650	Fund 21, Measure J	210-9650-0-9860-8500-6274-918-9180-9905-9999-99999	6274	\$139,782.50

**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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>				
	<b>Signature</b>			<b>Date Approved</b>	11/19/2021
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>	Lozano Smith, as to form only		<b>Date Approved</b>	11/19/21
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>			<b>Date Approved</b>	11/19/2021
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>			<b>Date Approved</b>	
5.	<b>President, Board of Education</b>				
	<b>Signature</b>			<b>Date Approved</b>	