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Enactment Date	4/24/2024 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Marc White, Director of Buildings and Grounds Department

Board Meeting Date April 24, 2024

Subject Agreement for Maintenance – Competitively Bid – Chain Link Fence & Supply, Inc. – Three Years Fencing Routine Maintenance Project – Department of Buildings and Grounds

Action Requested Approval by the Board of Education of the Agreement for Maintenance by and between the District and Chain Link Fence & Supply, Inc., Oakland, CA, for the latter to provide fencing maintenance services which consist of fencing materials, gates and entry, lose or damaged sections, bent or broken wires and on-call emergency services, for the Three Years Fencing Routine Maintenance Project, in the amount not-to-exceed \$1,566,400.85, as the lowest responsive and responsible bidder, with work anticipated to commence on **April 25, 2024**, and scheduled to last for one thousand ninety-six days (1096), with an anticipated ending of **April 25, 2027**.

Discussion The Scope of work of the contract consists of fencing maintenance services at District-wide facilities, on a regular as-needed basis including fixture repair and on-call emergency work. Contractor was selected thorough a Competitive bidding process under Public Contract Code section 22037.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of the Agreement for Maintenance by and between the District and Chain Link Fence & Supply, Inc., Oakland, CA, for the latter to provide fencing maintenance services which consist of fencing materials, gates and entry, lose or damaged sections, bent or broken wires and on-call emergency services, for the Three Years Fencing Routine Maintenance Project, in the amount not-to-exceed \$1,566,400.85, as the lowest responsive and responsible bidder, with work anticipated to commence on April 25, 2024, and scheduled to last for one thousand ninety-six days (1096), with an anticipated ending of April 25, 2027.

Fiscal Impact General Funds Routine Restriction Maintenance Account

Attachments

- Agreement and other Contract Docs
- Scope of Services
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 24-0694

Department: Buildings & Grounds

Vendor Name: Chain Link Fence & Supply, Inc.

Project Name: Three Years Fencing Routine Maintenance

Project No.: 70029

Contract Term: Intended Start: 4-25-2024

Intended End: 4-25-2027

Total Cost Over Contract Term: \$1,566,400.85

Approved by: Preston Thomas

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Chain Link Fence & Supply, Inc. was selected by the District as the lowest responsible and responsive bid.

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

Chain Link Fence & Supply, Inc. will to provide fencing maintenance services including fixtures and repairs and on-call emergency services, for the Three Years Fencing Routine Maintenance Services Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

[Empty box for answer]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- 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 \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

AGREEMENT FOR MAINTENANCE

THIS AGREEMENT is made and entered into this 25th day of April, 2024 (“Contract”), by and between Chain Link Fence & Supply, Inc. (“Contractor”) and Oakland Unified School District (“District”). Contractor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Services.** At the request of the District, the Contractor shall perform, and furnish to the District the following maintenance services (“Services” or “Work”):

- **Fencing Maintenance Services, including fixture repairs, as described in more detail in Exhibit A attached hereto and incorporated herein.**

The Contractor is required to possess the following State of California Contractor Licenses, to be active and good standing throughout the term of the Contract:

- **C13 – Fencing Contractor**

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, 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.

2. **Payment.** For services satisfactorily performed, District shall make payment to Contractor after receipt of properly documented and submitted applications for payment. Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

The amount to be paid for the items of Potential Work specified in the Bid Form and ***Exhibit A*** shall be the unit prices, hourly rates, equipment rates, and material markups specified in the Bid Form (see ***Exhibit B***). Any Potential Work other than the items listed in the Bid Form with specific prices shall be paid based on the listed rates in the Bid Form and ***Exhibit B***. The total amount to be paid for all Potential Work under this Agreement shall not exceed One Million Five Hundred Sixty-six Thousand Four Hundred Dollars and Eighty-five Cents (\$1,566,400.85), per the Bid Form.

3. **Site.** Contractor shall perform the Work at the District’s facilities (“Premises” or “Site(s)”) as follows:

- **All District Facilities.**

The Project is the scope of Work performed at the Site(s).

4. **Contract Term.** All Work shall be diligently performed by Contractor as required or requested by District during a period of Thirty-six (36) months from the date of the District’s governing board’s approval of this Contract (“Term”), commencing on April 25, 2024 with the anticipated date of completion on April 25, 2027.

5. **Insurance.**

a. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the

minimum indicated limits, the following insurance:

Commercial General Liability , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto , Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$2,000,000


Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District within ten (10) days after receipt of the notice of intent to award. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.


6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by the District and/or the individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project ("Project Inspector"), and/or architect(s) for the District, and/or construction or project managers for the District.
7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto and incorporated herein.
8. **Contract Documents.** The following documents (as indicated) are incorporated by reference into the Contract (the "Contract Documents"):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Instruction to Bidders | <input checked="" type="checkbox"/> Invitation to Bid |
| <input checked="" type="checkbox"/> Bid Form | <input checked="" type="checkbox"/> Exhibit A (Scope of Work) |
| <input checked="" type="checkbox"/> Agreement | <input checked="" type="checkbox"/> Exhibit B (Rates for Payment) |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract | <input checked="" type="checkbox"/> Exhibit C (Details of Scope for Work) |
| <input checked="" type="checkbox"/> Iran Contracting Act Certification, if required by law | <input checked="" type="checkbox"/> Other: Payment Bond |
| <input checked="" type="checkbox"/> Sufficient Funds Declaration | |
| <input checked="" type="checkbox"/> Fingerprinting Notice and Acknowledgement, and Certification (Attachment B) | |

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

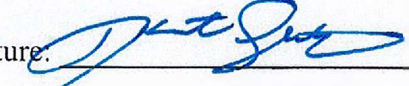
Oakland Unified School District

 4/25/2024
Benjamin Davis, President Date
Board of Education

 4/25/2024
Kyla Johnson-Trammell, Secretary Date
and Superintendent, Board of education

 4/1/24
Marc White, Director of Date
Buildings & Grounds Department

CONTRACTOR:

Signature: 

Print Name: Kenneth Stanley

Print Title: President

Dated: 3/28, 2024

Approved as to form:

 3/28/24

OUSD Facilities Legal Counsel Date

Information regarding Contractor:

- Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation
 Limited Liability Company
 Other: _____

94-3237017
Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide notices to proceed (“Notice(s) to Proceed” or “NTP(s)”) to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work specified in NTP. The District shall utilize the rates and timeframes identified in Contractor’s Bid Form for the performance of the Work of a specific NTP.
2. **SITE EXAMINATION:** After receiving each NTP but before starting any Work, Contractor will examine the Site(s) and certify in writing that it accepts all measurements, specifications, and conditions affecting the Work to be performed at the Site(s). By starting the Work, Contractor will have warranted that it has made all Site(s) examination(s) that it deems necessary as to the condition of the Site(s), its accessibility for materials, workers and utilities, and Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site(s).
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **TERMINATION:** If Contractor fails to perform the Services listed in an NTP, or the Contractor’s duties, to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor’s obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
5. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District’s rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
6. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the Parties and approved by the District’s governing board. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations, and Contractor shall expeditiously perform the Work as modified by the District even if a change order has not been agreed upon or approved by the District’s governing board. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor’s belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information within ten (10) days of the issue arising, it shall be deemed to have waived its right to

request such extension.

7. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
8. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site(s) differing from those indicated; or (3) Unknown physical conditions at the Site(s) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
9. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
10. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site(s) and shall not again be employed at Site(s) without written consent from the District.
11. **DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.
12. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
13. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

14. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
15. **CLEAN UP:** Debris shall be removed from the Premises. The Site(s) shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
17. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
18. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
19. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
21. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.
22. **INDEMNIFICATION AND HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, and volunteers (the “indemnified parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “claims”) of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract, except to the extent that the claims are caused by the negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
23. **PAYMENT:** For any Required Work (see *Exhibit A*), Contractor will be paid the specific price stated in its bid for the Required Work. For any authorized Potential Work (see *Exhibit A*), Contractor shall be paid based on the specific price in *Exhibit B* for that type of Potential Work or, in the absence of a specific price in *Exhibit B*, based on the hourly rates in *Exhibit B* that would apply to that type of

Potential Work. However, to the extent that payment for the authorized Potential Work would exceed the amount of the contract price allocated to Potential Work during the contract term, the authorized Potential Work may not be performed until a change order or amendment to increase the contract price is signed by the Contractor and approved by the District's governing board. By the 7th day of each month, Contractor shall submit an application for payment for the Required and Potential Work performed during the previous calendar month, and the amount requested to be paid shall be calculated as described above. The Application for Payment must include evidence of Contractor's performance of Work and compliance with the Contract Documents, including labor and apprenticeship requirements. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Contractor; (6) unauthorized deviations from the Contract; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (8) erroneous or false estimates by the Contractor of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (10) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

24. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
25. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
26. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
27. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product, or Services performed against defective workmanship, defects, or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
28. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents,

programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

29. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
30. **DISPUTES:** Pending resolution of a dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. However, as a condition precedent to litigation, any dispute shall be mediated with the Parties paying the mediator's fee in equal shares. A mediator shall be selected, and a mediation shall be scheduled, within twenty (20) days of a Party's demand for mediation.
31. **LABOR CODE REQUIREMENTS:** Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000), benefits, apprentices, trainees, payroll records, and on-site audits within 48 hours. Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all subcontractors under 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 State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).
32. **CONTRACTOR REGISTRATION:** Contractor shall ensure that Contractor and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:
- “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”
33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights,

title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

34. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the county in which the District's administration office is located.
35. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
36. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
37. **DISTRICT WAIVER:** District's waiver of any term, condition, or covenant shall not constitute a waiver of any other term, condition, or covenant; and District's waiver of a breach of any term, condition, or covenant shall not constitute a waiver of any subsequent breach of that term, condition, or covenant.
38. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
39. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.
40. **SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION:** The Owner/District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

EXHIBIT “A”
SCOPE OF SERVICES
Three Year Fencing Routine Maintenance

Generally, maintenance may not include repair work involving any facility, but may include repairs on some fixtures. Specifically, maintenance services shall include, without limitation, all routine, recurring, and usual work for the preservation, protection, and keeping of any facility for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. Maintenance work includes resurfacing of streets and highways at less than one inch, and landscape maintenance such as mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems. Maintenance services may not include janitorial or custodial services, and may not include security protection services (such as guards or other security forces). Maintenance services may not include painting, repainting, or decorating other than touchup or minor repainting. Maintenance services may include trades, to the extent consistent with the above definitions of maintenance services, in order to preserve the facility in a safe, efficient, and continually usable condition for which it was intended, including repairs, cleaning, and other operations on machinery and other equipment permanently attached to the building or realty as fixtures. (Public Contract Code §§20111(a), 20115, and 22002(c) and (d).)

Any services beyond the legally permissible scope of this maintenance Contract (as described in the previous paragraph) must be let by separate contract. Any maintenance services that are within the legally permissible scope of this maintenance Contract, but are not within the actual scope of this Contract, may not be performed until an amendment or change order for such services, including schedule and price, is signed by Contractor and approved by the District’s governing board.

The scope of this agreement may consist of “Required Work” and “Potential Work.” “Required Work” is maintenance service that must be performed by Contractor during the term of the Contract, such as periodic preventive maintenance. “Potential Work” is maintenance service that may or may not arise, or be necessary, during the term of the Contract, such as minor repairs to fixtures in order to preserve the facility in a usable condition that were not known at the time of award of the Contract. Contractor shall not perform any Potential Work unless authorized in writing by an authorized District representative.

The scope of this Contract includes all labor, materials, equipment, overhead, and other costs necessary to satisfactorily perform the Required Work and Potential Work pursuant to this Contract.

The maintenance services under the Contract include the following Required Work:

- **This contract does not include any Required Work.**

The maintenance services under the Contract include the following Potential Work:

- Maintenance of fencing including fencing material
- Maintenance of gates and entry
- Maintain fences: loose or damaged sections, bent or broken wires, and loose posts or entry
- Maintain gate latches and locks to make sure they are functioning properly
- Re-anchor posts as necessary to ensure integrity of the fencing
- Repair damaged gates and fences caused by environmental factors or physical damage

including all equipment and materials required for this work.

- Any other maintenance services related to fencing, including use of fencing equipment and use of materials, that are within the scope of the first paragraph of this exhibit.

See Exhibit C (incorporated by reference herein) for additional details of the Required Work or Potential Work, or both.

EXHIBIT "B"
RATES FOR PAYMENT

A. Required Work: No Required Work is within the scope of the Contract.

B. Potential Work: Total not-to-exceed price of \$1,566,400.85 for the term of the Contract, to be paid as follows:

1. Rates for Specific Types of Potential Work:

a. Two-person crew per hour, regular service.

2. Hourly Rate for All Other Potential Work: \$_____ per hour.

Certified Technician - Normal Hours	\$_____ / hr
Certified Technician - Overtime Hours	\$_____ / hr
Certified Technician - Emergency Call Out	\$_____ / hr
Certified Technician - Holiday Hours	\$_____ / hr
Helper Technician - Normal Hours	\$_____ / hr
Helper - Overtime Hours	\$_____ / hr
Helper - Emergency Call Out	\$_____ / hr
Helper - Holiday Hours	\$_____ / hr
Two-person crew per hour, Regular Maintenance Service	\$_____ / hr.
Two-person crew per hour, Emergency Maintenance Service	\$_____ / hr.

3. Exceptions to Above Rates:

a. Special reimbursement factor for LF fabric (including all incidental expenses): 2" x 2" No. 9 gauge materials \$_____/Ft. 1000 \$_____

b. Special reimbursement factor for LF Fabric(including all incidental expenses): 2" x 2" with

plastic slats materials \$ ____/Ft. 500 \$ _____

c. Special reimbursement factor for LF Fabric (including all incidental expenses): 1” x 1” No. 9
gauge materials \$ ____/Ft. 1000 \$ _____

EXHIBIT “C”

FURTHER DETAILS OF REQUIRED WORK AND POTENTIAL WORK

The following Scope of Work and Services shall be performed as required or requested by District at the following District facilities (“Site(s)”): All District facilities.

General Description of Services:

- Contractor shall provide normal and on-call fencing maintenance services, including emergency work and repairs, at the Sites for District Buildings and Grounds Department.
- The equipment to be maintained includes, but not limited to, fencing, gates, railings, and exit, egress, and panic hardware.
- Contractor, its employees, and representatives shall comply with the current OSHA general industry regulations, 29 C.F.R. § 1910 et seq.
- District will accept no responsibility or liability for accidents caused by the lack of safety equipment and/or procedures or the improper installation of equipment for workmanship.
- Safety hazards noticed by servicing personnel shall be immediately reported to District staff verbally followed by a written statement to the District facilities manager or other designated representative.
- If barricades are needed to ensure safety, Contractor shall provide them at no additional cost to District.

Services shall include, without limitation, routine maintenance of:

- Fencing;
- Gates;
- Railings; and
- Exit, egress, and panic hardware.

EXHIBIT "A"

BID FORM

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

From: Chain Link Fence & Supply, Inc.

(Proper Name of Bidder)

The undersigned declares that Bidder has read the Bid Documents, including without limitation the Invitation to Bid, the Agreement, and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all services and work in accordance with the terms and conditions of the Bid Documents of **Contract No. PR7#029 for Three Years Fencing Routine Maintenance Services ("Contract" and "Contract Documents")**.

For Potential Work under the Contract, as specified in Exhibit A of the Agreement, Bidder will accept payment during the term of the Contract at the following rates, quantities, hours, and price/unit, as applicable, all taxes included:

A	B	C	D
<u>Description of Work</u>	<u>Price Per Unit</u>	<u>Estimated Units over Term of Contract</u>	<u>Estimated Charges for Each Category</u> (Column B × Column C)

<p>1. Rates for <u>Specific Types of Work:</u></p>			
<p>a. Two-person crew per hour, minimum charge per service</p>	<p>\$ <u>230</u> /Hr (this rate is complete payment for this item of Potential Work, and covers all costs and profit for this item of Potential Work, including but not limited to overhead, labor, equipment, tools, and material costs [except any equipment, tool, or material specifically identified below as an exception])</p>	<p><u>1000</u></p>	<p>\$ <u>230,000.00</u></p>
<p>b. Two-person crew per hours, minimum charge per emergency service</p>	<p>\$ <u>305</u> /Hr.</p>	<p><u>500</u></p>	<p>\$ <u>152,500.00</u></p>
<p>c. Material cost per LF fabric (include all incidental expenses): 2" x 2" No. 9 gauge</p>	<p>\$ <u>12.75</u> /Ft.</p>	<p><u>1000</u></p>	<p>\$ <u>12,750.00</u></p>
<p>d. Material cost per LF Fabric(include all incidental expenses): 2" x 2" with plastic slats</p>	<p>\$ <u>18.60</u> /Ft.</p>	<p><u>500</u></p>	<p>\$ <u>9,300.00</u></p>
<p>e. Material cost per LF Fabric (include all incidental expenses): 1" x 1" No. 9 gauge</p>	<p>\$ <u>24.75</u> /Ft.</p>	<p>1000</p>	<p>\$ <u>24,750.00</u></p>

f. New fence unit cost per LF including posts, top & amp bottom rails, concrete to: 2" x 2" x 8' high	\$ <u>34.97</u> /Ft.	500	\$ <u>17,485.00</u>
g. New fence unit cost per LF including posts, top & amp bottom rails, concrete to: 2" x 2" x 8' high	\$ <u>36.76</u> /Ft.	2000	\$ <u>73,520.00</u>
h. New fence unit cost per LF including posts, top & amp bottom rails, concrete to: 2" x 2" x 10' high	\$ <u>47.97</u> /Ft.	2000	\$ <u>95,940.00</u>
i. New fence unit cost per LF including posts, top & amp bottom rails, concrete to: 1" x 1" x 6' high	\$ <u>47.38</u> /Ft.	500	\$ <u>23,690.00</u>
j. New fence unit cost per LF including posts, top & amp bottom rails, concrete to: 1" x 1" x 8' high	\$ <u>57.56</u> /Ft.	2000	\$ <u>115,120.00</u>
k. Replace damaged/failing fence with new fence unit cost per LF including posts, top & bottom rails, concrete to: 1" x 1" x 10' high	\$ <u>71.56</u> /Ft.	2000	\$ <u>143,120.00</u>
l. New fence retrofit unit cost per LF demo existing mesh, paint posts/framework with aluminized DTM paint, install bottom rail, replace damaged posts, install new 10'high, 9-gauge 1" mesh	\$ <u>60.30</u> /Ft.	1000	\$ <u>60,300.00</u>
m. New gates : Drive: fabric 2" x 2" - 16' wide	\$ <u>3,359.00</u> /Ea.	20	\$ <u>67,180.00</u>
n New gates: Drive: fabric 1" x 1" - 16' wide	\$ <u>3,480.00</u> /Ea.	20	\$ <u>69,600.00</u>
o. New gates with new gates: Drive: fabric 2" x 2" - 4' wide	\$ <u>2,198.00</u> /Ea.	40	\$ <u>87,920.00</u>
p. New gates: Drive: fabric 1" x 1" - 4' wide	\$ <u>2,370.00</u> /Ea.	40	\$ <u>94,800.00</u>

<p>q. New gates: 7' high x 4' width panic gate with Von Duprin 99 EO exit bar and Norton 7500 series closure (include steel plate on gate and latch side of fence to prevent tampering from exterior of property)</p>	<p>\$ <u>4,745.00</u> /Ea.</p>	<p>20</p>	<p>\$ <u>94,900.00</u></p>
<p>r. New fence with new Standard 8' Black Ornamental Fence unit cost per LF including posts, top & amp; bottom rails, concrete to: 2" x 2" x 8' high, 3"x3"x 14 GA Sq Posts in 12" x 36" concrete piers set 8' o.c. 4 rail panels with 1-1/2" x 1-1/2" x 14 GA rails and 1"x 1" x 14 GA Pickets with curved top and spear points. Each panel to include a 3/16" x 1-1/2" flat bar welded to each picket at the vertical center point. All material to be pre or hot dipped galvanized prior to receiving black powder coating.</p>	<p>\$ <u>180.25</u> /Ft.</p>	<p>1000</p>	<p>\$ <u>180,250.00</u></p>
<p>2. Hourly Rate for All Other Potential Work:</p>	<p>\$ <u>305</u> /hr (this rate is complete payment for Potential Work not specified in Section 1 above, and it covers all costs and profit for Potential Work not specified in Section 1 above, including but not limited to overhead, labor, equipment, tools, and material costs (except any equipment, tool, or material specifically identified in Section 3 below))</p>	<p><u>1</u> hours</p>	<p>\$ <u>305.00</u></p>

3. Exceptions to Above Rates:			
a. Special reimbursement factor for LF fabric (including all incidental expenses): 2" x 2" No. 9 gauge materials	\$ <u>0.00</u> /Ft.	<u>0</u> hours	\$ <u>00</u>
b. Special reimbursement factor for LF Fabric(including all incidental expenses): 2" x 2" with plastic slats materials	\$ <u>25%</u> markup = 1. .25 reimbursement factor	<u>-</u>	\$ <u> </u>
			\$ <u> </u>
Bonds			\$ 12,970.85
	TOTAL NOT-TO-EXCEED PRICE BASED ON ESTIMATED AMOUNT OF POTENTIAL WORK:		One Million, Five Hundred Sixty Six Thousand, Four Hundred Dollars and Eighty Five Cents (\$ 1,566,400.85) <i>[sum of all amounts in Column D above]</i>

The above "Total Not-to-Exceed Price Based on Estimated Amount of Potential Work" shall be the basis for determination of the low bidder on this Contract and shall be the price of the Contract, and shall compensate Bidder for all costs and profit related to the above services and work, including but not limited to general conditions, overhead, bonds, insurance, labor, materials, equipment, mobilization, coordination, management, administration, submittals, site work, demolition, installation, finishes, testing, punch list and acceptance, taxes, and all direct and indirect costs related to the Contract.

Further Provisions:

1. The undersigned has reviewed the Services outlined in the Contract Documents and fully understands, and agrees to provide, the scope of Services required by the Contract Documents, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into

meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuance of any clarifying Addenda.

3. Receipt and acceptance of the following addenda are hereby acknowledged:

No. <u>1</u> Dated <u>2/14/2024</u>	No. ____ Dated _____
No. ____ Dated _____	No. ____ Dated _____
No. ____ Dated _____	No. ____ Dated _____
No. ____ Dated _____	No. ____ Dated _____
<input type="checkbox"/> check here if <u>no</u> addenda were issued	

4. The undersigned agrees to commence performance of the services under this Contract on the date established in the Contract Documents and to complete all services within the time specified in the Contract Documents.

5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

6. License:

- Bidder acknowledges that has the license required for performance of the services 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 perform the type of services required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of services called for in the Contract Documents.

7. 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 services.

8. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the services 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.

9. The Bidder represents that it is competent, knowledgeable, and has special skills with respect

to the nature, extent, and inherent conditions of the services to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the services that may create, during the services, 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 services with respect to such hazards.

10. 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.

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

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 7th day of March 2024

Name of Bidder Chain Link Fence & Supply, Inc.

Type of Organization Corporation

Signature 

Name Kenny Stanley

Title of Signer President, CEO

Second Signature Required for Corporation (see above):

Signature Erin Stanley

Name Erin Stanley

Title of Signer Chief Financial Officer

Address of Bidder 7650 Hawthorne Ave., Suite 2, Livermore, CA 94550

DIR Registration No. of Bidder 1000000252

Taxpayer's Identification No. of Bidder 94-3237017

Telephone Number 925-606-8167

Fax Number 925-606-9934

E-mail kenny@fencesupply.com Web page www.fencesupply.com

Contractor's License No(s): No.: 720464 Class: C-13 Expiration Date: 3/31/2024

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Chain Link Fence & Supply, Inc.

President: Kenny Stanley

Secretary: Kenny Stanley

Treasurer: Kenny Stanley

Manager: Kenny Stanley

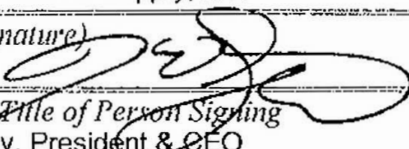
END OF DOCUMENT

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

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

OPTION #1 - CERTIFICATION

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

<i>Bidder Name/Financial Institution (Printed)</i> Chain Link Fence & Supply, Inc.		<i>Federal ID # (or n/a)</i> 94-3237017
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Kenny Stanley, President & CEO		
<i>Date Executed</i> 3/7/2024	<i>Executed in</i> Livermore, California, County of Alameda	

OPTION #2 – EXEMPTION

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

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID # (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>


SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

Owner: Oakland Unified School District
Contract: Three Years Fencing Routine Maintenance Project

I, Kenny Stanley, declare that I am the President *[insert title]* of Chain Link Fence & Supply, Inc., the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit Chain Link Fence & Supply, Inc. [insert name of entity] to comply with all applicable local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Chain Link Fence & Supply, Inc. [insert name of entity] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on March 7, 2024, at Livermore *[city]*, California *[state]*.

Date: 3/7/2024



signature
Print Name: Kenny Stanley
Print Title: President & CEO

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS
(Education Code Section 45125.1)

ACKNOWLEDGED. 
3.7.24

END OF DOCUMENT

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: ES00014549

KNOW ALL MEN BY THESE PRESENTS:

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

the Three Years Fencing Routine Maintenance Services Project, District-wide various sites (the "Contract"). The following scopes of work will be performed as follows: Maintenance of fencing including fencing material, Maintenance of gates and entry, Maintain fences: loose or damaged sections, bent or broken wires, and loose posts or entry, Maintain gate latches and locks to make sure they are functioning properly, Re-anchor posts as necessary to ensure integrity of the fencing, and repair damaged gates and fences caused by environmental factors or physical damage

which said agreement dated **April 25, 2024**, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Everest National Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of One Million five hundred sixty-six thousand four hundred and eighty five cents Dollars (\$ 1,566,400.85) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

{SR798938}1

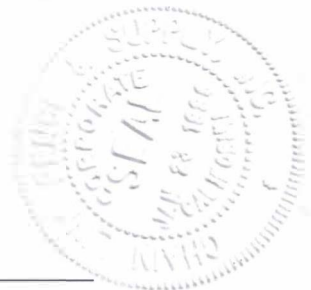
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 28th day of March, 2024.

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



Kenneth Stanley

Principal

[Handwritten signature of Kenneth Stanley]

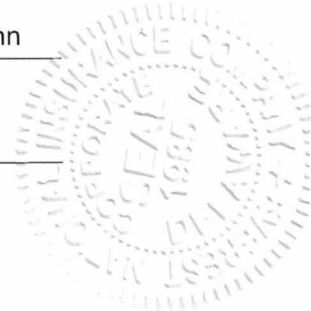
Everest National Insurance Company

Surety

[Handwritten signature of Edward M. Schumann]

By: Edward M. Schumann

Attorney-in-Fact



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

{SR798938}2

**POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Josh Banker, Paige Martin, Edward Schumann

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company



By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027



Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this ____ day of _____ 202__.



By: Sylvia Semerdjian, Secretary

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Alameda }

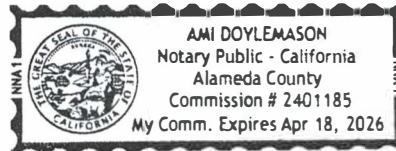
On March 28, 2024 before me, Ami Doylemason, Notary Public
(Here insert name and title of the officer)

personally appeared Edward Schumann and Kenneth Stanley,
 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.

Ami D
 Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer _____
(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they; is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2024

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

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

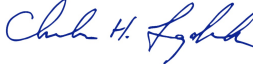
PRODUCER Pinnacle Brokers - Northern California 2125 Ygnacio Valley Road, Suite 200 Walnut Creek CA 94598 License#: OM93299 CHAILIN-01	CONTACT NAME: PHONE (A/C. No. Ext): 925-952-8680 FAX (A/C. No.): 925-952-8681 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Republic Indemnity Company of California</td> <td>43753</td> </tr> <tr> <td>INSURER D : Transportation Insurance Company</td> <td>20494</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 : Valley Forge Insurance Company	20508	INSURER B : The Continental Insurance Company	35289	INSURER C : Republic Indemnity Company of California	43753	INSURER D : Transportation Insurance Company	20494	INSURER E :		INSURER F :
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INSURED Chain Link Fence & Supply, Inc 7650 Hawthorne Avenue, Suite 2 Livermore CA 94550														

COVERAGES **CERTIFICATE NUMBER:** 1536773115 **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:	Y		6079820911	1/1/2024	1/1/2025	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 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6079820925	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6079820942	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> 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	15764122	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater Cov Rented/Leased Equipment			6079820911	1/1/2024	1/1/2025	Limit \$250000 Limit \$100000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Oakland Unified School District & its directors, officer, employees, agents & representatives are named additional insured per the attached endorsement. Thirty (30) day advance written notice of cancellation.

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

Project Information

Project Name	Three Years Fencing Routine Maintenance Project	Site	988
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Basic Directions

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

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

Contractor Name	Chain Link Fence & Supply, Inc.	Agency's Contact	Kenneth Stanley				
OUSD Vendor ID #	00273	Title	President				
Street Address	7350 Hawthorne Ave, Suite 2	City	Livermore	State	CA	Zip	94550
Telephone	925-50609934	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	70029						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-25-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	4-25-2027
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$1,566,400.85	If New Contract, Total Contract Price (Not To Exceed)	\$1,566,400.85
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
8150 0000	RRMA	010-8150-0-0000-8110-5671-988-9880-9000-0503-99999	5671	\$1,566,400.85

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Director, Building and Grounds				
	Signature	Date Approved	4/1/24		
2.	Facilities General Counsel, OUSD				
	Signature	Date Approved	3/28/24		
3.	Chief Systems & Services Officer, Facilities Planning and Management				
	Signature <small>Preston Thomas (Apr 1, 2024 12:58 PDT)</small>	Date Approved	Apr 1, 2024		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			