Board Office Use: Leg	islative File Info.
File ID Number	24-2968
Introduction Date	01-08-2025
Enactment Number	24-2382
Enactment Date	1/8/2025 CJH



Memo	
То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Preston Thomas, Chief Systems and Services Officer Kenya Chatman, Executive Director, Facilities
Board Meeting Date	January 8, 2025
Subject	Change Order No. 1, Agreement for Maintenance – Digital Design Communications – Coliseum College Prep Academy Interim Housing Project – Division of Facilities Planning and Management
Action Requested	Approval by the Board of Education of Change Order No. 1, Agreement for Maintenance by and between the District and Digital Design Communications, Oakland, CA, for installation of additional FA/IA devices, convert classrooms, and fix signage's for the converted spaces, which includes approval for PCOs 1 through 4 for the Coliseum College Prep Academy Interim Housing Project, in the amount of \$26,062.47, increasing the contract price not-to-exceed amount from \$58,293.00 to \$84,355.47. All other terms and conditions of the Agreement remain in full force and effect.
Discussion	This Change Order is for additional installation services for converting classrooms, which includes PCOs 1 through 4 to be approved for various contract changes.
LBP (Local Business	00.0%
Participation Percentage) Recommendation	Approval by the Board of Education of Change Order No. 1, Agreement for Maintenance by and between the District and Digital Design Communications, Oakland, CA, for installation of additional FA/IA devices, convert classrooms, and fix signage's for the converted spaces, which includes approval for PCOs 1 through 4 for the Coliseum College Prep Academy Interim Housing Project, in the amount of \$26,062.47, increasing the contract price not-to-exceed amount from \$58,293.00 to \$84,355.47. All other terms and conditions of the Agreement remain in full force and effect.
Fiscal Impact	Fund 21 Building Fund Measure Y
Attachments	 Change Order No. 1, and Other Documents Routing Form

• File ID, 24-1475

Department of Facilities Planning and Management





OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Student

CHANGE ORDER

Owner:Oakland Unified School DistrictProject:CCPA Interim HousingSchool:Coliseum College Prep AcademyContractor:Digital Design Communications

01

Change Order No.:

Date:

November 12th, 2024

DSA File No.:N/ADSA Application No.:N/AOUSD Project #:21113Project Manager:William Newby

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY 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 AND PCOS.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):

The district approved CO1, CO2, CO3, and CO4 for the contractor to install additional FA/IA devices and perform additional work in the converted classrooms for the Interim housing phase 1. Also, install the fix signages for the converted spaces in the building.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: § 26,062.47

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: _0_calendar days

Director Initials EC 11/20/24





SCHOOL DISTRICT Community Schools, Thriving Student

Department of Facilities Planning and Management

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE: Original Contract Price (include all special and	
contingency allowances):	¢ 59 202 00
Prior Change Orders:	<u>\$ 58,293.00</u> + \$ 0.00
Total Contract Price Prior to this Change Order	$=$ $\frac{58,293.00}{100}$
This Change Order's Adjustment:	+ \$ 26,062.47
Adjusted Contract Price (include all special and	
contingency allowances):	= <u>\$ 84,355,47</u>
Current Change Order's Percentage of Original Contract Price: Total Change Orders' Percentage of Original Contract Price:	<u> 44.7</u> % 44.7 %

NOTE: Any unspent allowance amounts (including any 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 TIME FOR COMPLETION:

Original contract time: Prior change order adjustments to contract time: This change order's adjustment to contract time: Adjusted contract time:	+ + =	<u>369</u> 0 0 369	Calendar Days Calendar Days Calendar Days Calendar Days
Start Date per Notice to Proceed: Completion Deadline Based on Adjusted Contract T	Time:	<u>June 27, 20</u> June 30, 20	

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 by Contractor 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 the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to 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 the written and signed approval of the Owner. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

E^C 11/20/24





OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Student

Department of Facilities Planning and Management

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

Prin	roved: hitect of Record NA t Name: N A hature:	Approved and Agreed: General Contractor Amalio Castro Print Name: Amalio Castro Signature: 11/13/2024	Approved and Agreed: <u>Clien Clements</u> Executive Director, Facilities <u>11 20 24</u> Date:
Date		Date:	Chief of Systems & Services Officer
Jam	roved as to Form: es Traber D Facilities Counsel		11/20/2+ Date:
Date	: 11/27/2024		

319-661/7106499.1

Revised November 1, 2024

Name: Jennifer Brouhard Title: President, Board of Education

Sign: Juth

Date: 1/9/2025

Name: Kyla Johnson-Trammell Title: Superintendent & Secretary, Board of Education

Sign: Hugh June Date: 1/9/2025

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OAKLAND UNIFIED SCHOOL DISTRICT COLISEUM COLLEGE PREP ACADEMY (CCPA) - INTERIM HOUSING PROJ # 21113

PCO#001R1 STORAGE ROOM 214 - ADD SMOKE DETECTORS

To: W. NEWBY/PM

From: E. Vinuya/Chief Cost Estimator

Date: 4-Nov-24

General Comments:

1 GENERAL CONTRACTOR: DIGITAL DESIGN COMMUNICATIONS (DDC)

Manhours & materials cost appear reasonable.

2 GENERAL CONTRACTOR'S COST PROPOSALS

\$ 2,660.72

2,660.72

\$

ESTIMATED CONSTRUCTION COST FOR PCO#001 R1

COST ESTIMATE SUMMARY

14

Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	21113
	COLISEUM COLLEGE PREP ACADEMY (CCP	A) - INTERIM HOUSINDate:	4-Nov-24
	Oakland, CA		

Decription : PCO#001R1 STORAGE ROOM 214 - ADD SMOKE DETECTORS

10

	rence Drawing: . CONTRACTO			Cost F DDC	ropos	al dated 10)/23/2024							
	Total Labor Cost		100	B) Tol Co		erial	C) Total Equi		al t Cost					TOTAL
1 2 3 4 5	SHEET 1 of 2 SHEET 2 of 2	\$	2,285.60		\$	120.85							\$ \$ \$	2,406 - -
6 7		\$	2,285.60	+	\$	120.85	+	\$	-			=	\$	2,406
8 9 10 11 12 13 14 15 16		Mat	erial Sales ⁻ tal Sales Ta	ах			8&IP, &P:		10.25% S i 10.00%	ubtotal	of Total Mate of Total Re - Line 7 thru Total Cost & Profit)	ntal:		12.39 Incl. 2,419 242
17 18 19									Su	btotal -	Line 13 thru	ı 19:	\$	2,660.72
20 21 22											Cost -None		\$ \$	е́. Н
23 24 25 26			Gene			OH&P on S		a For	5.00%		SUBTOTAL		\$ \$	2,660.72
20 27 28 29						ntractor Bo		9, 100	n nontai	, 0.0.11	0.00% SUBTOTAL		\$	2,660.72
30						TOTAL	PROBA	BLE C	ONSTRU	CTION	COST -DDC		\$	2,660.72

Detailed Estimate

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	COLISEUM COLLEGE PREP ACADEMY (CCPA) - INTERIM HOUSING									AREFI	
	n					LABOR (COST	MATER	IAL COST		
No.	PCO#001R1	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GE	N CONTRACTOR:	DDC									
Proj	ect Description:	STORAG	E ROC	M 214 - AD	D SMO	KE DETEC	TORS	r i	1	1	
1 2	SCOPE OF WORK: Add smoke detectors @ Storage Room 214						,				
6 7 8 9 10 11 12 13 14	MATERIALS: EMT Conduit, 3/4" EMT Coupling EMT Connector EMT 1-hole strap Square box, 2-1/8" deep Square box, 2-1/8" deep Square box cover, raised 5/8" LB, 3/4" Set of wall drill kit FPLR Cable, 16/2 Smoke dtector Labeling Relocate receptacle Testing	40.0 4.00 8.00 5.00 3.00 2.00 1.00 50.00 2.00 4.00 1.00	LF EA EA EA EA EA EA EA EA	0.062 0.060 0.120 0.050 0.090 1.000 0.000 0.025 1.000 0.20 1.25 3.00	0.24 0.96 0.25 1.05 0.18 1.00 0.00 1.25 2.00 0.80 1.25			\$ 1.12 \$ 0.69 \$ 0.81 \$ 0.27 \$ 1.96 \$ 1.61 \$ 7.67 \$ 37.19 \$ 0.23 \$ -	\$ 44.80 \$ 2.76 \$ 6.48 \$ 1.35 \$ 5.88 \$ 3.22 \$ 7.67 \$ 37.19 \$ 11.50 \$ -		
17 18 19 20 21 22	LABOR: Electrician/JM	1.00	EA	16.00	16.00	\$ 142.85	\$ 2,285.60				
	EQUIPMENT: Not Used	0.00	EA	0.00	0.00					\$	\$ -
37 38 39	SHEET TOTALS				16.00	\$ 142.85	\$2,285.60		\$ 120.85		\$ -

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SHEET S1 OF S2

CONTRACTOR:	Digital Design Communications		
PROJECT NAME:	Coliseum College Prep Academy - Interim Housing (CCPA-I	H)	
OUSD PROJECT NUMBER	21113		
DDC C.O. NUMBER:	CO #01R1	DATE:	10/23/24
PROJECT DESCRIPTION:	Storage Room 214. Add two smokes for a total of 4 smokes Pathway, wiring, installing, labeling and testing two addition: Relocate in the same room a receptacle used by the intrusic Revision 1. Fix duplicated tax	al smoke detectors.	8.

SUMMA	RY OF TOTAL CO	OSTS				
1. TOTAL LABOR COSTS	\$	2,285.60				
2. Markup. Ten percent (10%) of Line 1	\$	228.56				
3. Sum of Lines 1 & 2			\$	2,514.16		
4. TOTAL MATERIAL COSTS	\$	133.24		2		
5. Markup. Ten percent (10%) of Line 4 6. Sum of Lines 4 & 5	\$	13.32	0	440.50	-	
7. Tax. 10.25% from Sheet S2			\$ \$	146.56 12.39		
8. TOTAL EQUIPMENT RENTAL COSTS	\$	*			1	
9. Markup. Ten percent (10%) of Line 8	\$	-				
10. Sum of Lines 8 & 9			\$			
11. TOTAL OF LOWER TIER SUBCONTRACTED COST						
12. Markup. Five percent (5%) of line 11	\$	÷				
13. Sum of Lines 11 & 12			\$	8		
SUBTOTAL OF DIRECT COSTS & MARK-UP					\$	2,660.72
COST OF BONDS						
TOTAL CHANGE ORDER					\$	2,660.72

SHEET S2 OF S2

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CONTRACTOR:	Digital Design Communications		
PROJECT NAME:	Coliseum College Prep Academy - Interim Housing (CCPA-IH)		
OUSD PROJECT NUMBER	21113		
DDC C.O. NUMBER:	CO #01R1	DATE:	10/23/24
PROJECT DESCRIPTION:	Storage Room 214. Add two smokes for a total of 4 smokes ar Pathway, wiring, installing, labeling and testing two additional s Relocate in the same room a receptacle used by the intrusion Revision 1. Fix duplicated tax	smoke detectors.	ə.

	LABOR				
NAME	CLASSIFICATION	HOURS	F	RATE	TOTAL
LABOR COSTS		16	\$	142.85	\$ 2,285.60
					\$ 8
TOTAL LABOR COSTS (Transfers to Line		\$ 2,285.60			

	MATERIALS			
DESCRIPTION	QTY.	UNIT COST	EX	T'D COST
3/4" EMT conduit, ft	40	\$ 1.12	\$	44.80
3/4" EMT coupling	4	\$ 0.69	\$	2.76
3/4" EMT connector, insulated throat	8	\$ 0.81	\$	6.48
3/4" EMT 1-hole strap	5	\$ 0.27	\$	1.35
4" square box 2-18" deep, 3/4" KOs	3	\$ 1.96	\$	5.88
4" square box cover, raised 5/8"	2	\$ 1.61	\$	3.22
3/4" LB	1	\$ 7.67	\$	7.67
Set of wall driller kit Dottie #WDK8	1	\$ 37.19	\$	37.19
16/2 FPLR cable, red jacket	50	\$ 0.23	\$	11.50
SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 4 of Sh	eet S1		\$	120.85
SALES TAX ON MATERIAL (10.25%) - Line 7 of Sheet S1			\$	12.39
TOTAL MATERIAL COSTS - Line 4 of Sheet S1			\$	133.24

	EQUIPMENT				
SIZE AND TYPE	I.D. #	HOURS	RATE	Т	OTAL
				\$	- (a
TOTAL EQUIPMENT RENTAL COSTS (Transfer	rs to Line 8 of Sheet S1)			\$	



OAKLAND UNIFIED SCHOOL DISTRICT COLISEUM COLLEGE PREP ACADEMY (CCPA) - INTERIM HOUSING PROJ # 21113

PCO#002R1 LIBRARY CLASSROOM ADD SPEAKERS & 3 DATA CABLES

To: W. NEWBY/PM

From: E. Vinuya/Chief Cost Estimator

Date: 4-Nov-24

General Comments:

1 GENERAL CONTRACTOR: DIGITAL DESIGN COMMUNICATIONS (DDC)

Manhours & materials cost appear reasonable.

2 GENERAL CONTRACTOR'S COST PROPOSALS

\$ 3,559.60

3,559.60

\$

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ESTIMATED CONSTRUCTION COST FOR PCO#002R1

COST ESTIMATE SUMMARY

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Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	21113
	COLISEUM COLLEGE PREP ACADEMY (CCPA) - Oakland, CA	INTERIM HOUSINDate:	4-Nov-24

Decription : PCO#002R1 LIBRARY CLASSROOM ADD SPEAKERS & 3 DATA CABLES

	rence Drawing: . CONTRACTO			Cost DDC		sal dated 1)/23/2024						
20	Total Labor Costs			1 '	otal Ma osts	iterial	C) Tota Equi		tal t Cost				TOTAL
1 2 3 4 5	SHEET 1 of 2 SHEET 2 of 2	\$	2,285.60		\$	862.04					4	5	3,148
6 7		\$	2,285.60		+ \$	862.04	+	\$			= \$	5	3,148
8 9 10 11 12 13 14 15		Mat	ital Sales Ta	IX		iractor OH, E	8&IP, &P:		10.25% S ເ 10.00%		ental:	5	88.36 Incl. 3,236 324
16 17 18 19 20						Overnea	α, Βοπα σ		Sub	niums & Profit) btotal - Line 13 thru actor's Cost -None			3,560
21 22 23										ocontractor's Cost	\$		×
24 25			Gene	ral Co	ntracto	r OH&P on S	ub Cost		5.00%	* SUBTOTAL	\$ \$		3,559.60
26 27 28				Μ		enses: Travo ontractor Bol	-	g, Foo	od, Rental,	etc 0.00% SUBTOTAL	\$		- 3,559.60
29 30						TOTAL	PROBA	BLE C	ONSTRU	CTION COST -DDC	\$;	3,559.60

Detailed Estimate

1	COLISEUM COLLEGE P	REP ACAI	DEMY	(CCPA) -	INTE	RIM HOU	SING		1.1	Date	aREF!
		T				LABOR (COST	MATER	IAL COST		
No.	PCO#002R1	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GE	N CONTRACTOR:	DDC									
Proj	ect Description:	LIBRAR		SROOM AL	D SPE	AKERS & 3	3 DATA CABL	ES	n i	1	
1 2	SCOPE OF WORK: Add smoke detectors @ Storage Room 214										
3 4 5 6 7 8 9 10 11 12 9 10 11 12 13 14 15	MATERIALS: EMT Conduit, 3/4" EMT Coupling EMT Connector EMT 1-hole strap EMT Conduit, 1" EMT Coupling, 1" EMT Connector, 1" EMT 1-hole strap, 1" Square box, 2-1/8" deep Square box, 2-1/8" deep Squar	$\begin{array}{c} 20.0\\ 2.00\\ 2.00\\ 50.0\\ 50.0\\ 5.00\\ 2.00\\ 5.00\\ 1.00\\ 1.00\\ 1.00\\ 1.00\\ 1.00\\ 3.00\\ 1.00\\ 3.00\\ 1.00\\$	EA LF EA EA EA LF EA LF EA	0.062 0.060 0.120 0.050 0.068 0.070 0.160 0.050 0.050 0.050 0.090 0.003 0.250 0.000 0.001 0.200 1.00 4.00	0.12 0.24 0.10 3.40 0.35 0.32 0.25 0.35 0.09 2.50 1.50 0.00 0.00 0.00 0.60 1.00			\$ 1.12 5 0.69 5 0.81 5 0.27 5 1.82 5 0.99 5 1.34 5 0.31 5 1.96 5 1.61 5 0.59 5 15.60 5 14.95 5 3.90 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5	\$ 22.40 \$ 1.38 \$ 1.62 \$ 0.54 \$ 91.00 \$ 4.95 \$ 2.68 \$ 1.55 \$ 1.96 \$ 1.61 \$ 590.00 \$ 93.60 \$ 44.85 \$ 3.90 \$ - \$ - \$ -		
16 17 18 19 20 21 22 23 24	LABOR: Electrician/JM	1.00	EA	16.00	16.00	\$ 142.85	\$ 2,285.60				
25 26 27 28 29 30 31 32 33 34 35 36	EQUIPMENT: Not Used	0.00	EA	0.00	0.00					\$	\$
37 38 39	SHEET TOTALS				16.00	\$ 142.85	\$2,285.60		\$ 862.04		\$-

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SHEET S1 OF S2

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CONTRACTOR:	Digital Design Communications					
PROJECT NAME:	Coliseum College Prep Academy - Interim Housing (CCPA-IH)					
OUSD PROJECT NUMBER	21113					
DDC C.O. NUMBER:	CO #02R1	DATE:	10/23/24			
PROJECT DESCRIPTION:	Library Classroom. Additional speaker and 3 data cables. Pathway and CAT6A cabling for a PA speaker Pathway, CAT6A cabling, labeling and testing three data ca Revision 1. Fix duplicated tax	ıbles.				

SUMMA	RY OF TOTAL CO	DSTS			
1. TOTAL LABOR COSTS	\$	2,285.60			
2. Markup. Ten percent (10%) of Line 1	\$	228.56			
3. Sum of Lines 1 & 2			\$	2,514.16	
4. TOTAL MATERIAL COSTS	\$	950.40		5	
5. Markup. Ten percent (10%) of Line 4	\$	95.04			
6. Sum of Lines 4 & 5 7. Tax. 10.25% from Sheet S2			\$ \$	1,045.44 88.36	
8. TOTAL EQUIPMENT RENTAL COSTS	\$	2			
9. Markup. Ten percent (10%) of Line 8	\$	2			
10. Sum of Lines 8 & 9			\$	15	
11. TOTAL OF LOWER TIER SUBCONTRACTED COST					
12. Markup. Five percent (5%) of line 11	\$				
13. Sum of Lines 11 & 12			\$	12	
SUBTOTAL OF DIRECT COSTS & MARK-UP					\$ 3,559.60
COST OF BONDS					
TOTAL CHANGE ORDER					\$ 3,559.60

SHEET S2 OF S2

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CONTRACTOR:	Digital Design Communications		
PROJECT NAME:	Coliseum College Prep Academy - Interim Housing (CCPA-IH)		
OUSD PROJECT NUMBER	21113		
DDC C.O. NUMBER:	CO #02R1	DATE:	10/23/24
PROJECT DESCRIPTION:	Library Classroom. Additional speaker and 3 data cables. Pathway and CAT6A cabling for a PA speaker Pathway, CAT6A cabling, labeling and testing three data cabl Revision 1. Fix duplicated tax	es.	

	LABOR			
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
LABOR COSTS		16	\$ 142.85	\$ 2,285.60
				\$ (#1
TOTAL LABOR COSTS (Transfers to Lin	a 1 of Sheet S1)		 	\$ 2,285.60

	MATERIALS			
DESCRIPTION	QTY.	UNIT COST	EX	T'D COST
3/4" EMT conduit, ft	20	\$ 1.12	\$	22.40
3/4" EMT coupling	2	\$ 0.69	\$	1.38
3/4" EMT connector, insulated throat	2	\$ 0.81	\$	1.62
3/4" EMT 1-hole strap	2	\$ 0.27	\$	0.54
1" EMT conduit, ft	50	\$ 1.82	\$	91.00
1" EMT coupling	5	\$ 0.99	\$	4.95
1" EMT connector, insulated throat	2	\$ 1.34	\$	2.68
1" EMT 1-hole strap	5	\$ 0.31	\$	1.55
4" square box 2-18" deep, 3/4" KOs	1	\$ 1.96	\$	1.96
4" square box cover, raised 5/8"	1	\$ 1.61	\$	1.61
CAT6A cable, blue, ft	1,000	\$ 0.59	\$	590.00
CAT6A RJ-45 jack, blue. Panel and station sides	6	\$ 15.60	\$	93.60
CAT6A patch cord, blue, 3ft	3	\$ 14.95	\$	44.85
3-port data faceplate, ivory	1	\$ 3.90	\$	3.90
SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 4 of Sh	eet S1		\$	862.04
SALES TAX ON MATERIAL (10.25%) - Line 7 of Sheet S1			\$	88.36
TOTAL MATERIAL COSTS - Line 4 of Sheet S1			\$	950.40

	EQUIPMENT				
SIZE AND TYPE	I.D. #	HOURS	RATE	т	DTAL
				\$	2
TOTAL EQUIPMENT RENTAL COSTS (Transfers	to Line 8 of Sheet S1)			\$	



OAKLAND UNIFIED SCHOOL DISTRICT COLISEUM COLLEGE PREP ACADEMY (CCPA) - INTERIM HOUSING PROJ # 21113

PCO#003R1 OFFICE B202 - INSTALL RECEPTACLES, BREAKERS, DATA CABLES

To: W. NEWBY/PM

From: E. Vinuya/Chief Cost Estimator

Date: 4-Nov-24

General Comments:

1 GENERAL CONTRACTOR: DIGITAL DESIGN COMMUNICATIONS (DDC)

Manhours & materials cost appear reasonable.

2 GENERAL CONTRACTOR'S COST PROPOSALS

\$ 15,167.50

\$ 15,167.50

ESTIMATED CONSTRUCTION COST FOR PCO#003R1

COST ESTIMATE SUMMARY

18

- 18

Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	21113
	COLISEUM COLLEGE PREP ACADEMY (CCPA)	- INTERIM HOUSINDate:	4-Nov-24
	Oakland, CA		

Decription : PCO#003R1 OFFICE B202 - INSTALL RECEPTACLES, BREAKERS, DATA CABLES

	rence Drawing: . CONTRACTO			Co DD		opos	sal dated 1)/23/2024							
						T	1.5-17				y.		1		
	Total Labor Costs			L ^	Tota Cost		terial	C) Total Equi		tal nt Cost					TOTAL
1 2 3 4 5	SHEET 1 of 2 SHEET 2 of 2	\$	11,428.00			\$	2,141.17							\$ \$	13,569 - -
6 7		\$	11,428.00		+	\$	2,141.17	+	\$				=	\$	13,569
8 9 10 11 12 13 14		Ma	penses: terial Sales ⁻ ntal Sales Ta	ах						10.25% S ເ	ubtota	of Total Mate of Total Rei - Line 7 thru	ntal:	\$	219.47 Incl. 13,789
15 16 17				Ger	neral (Cont	ractor OH, I *(Overhea		lnsu	10.00% Irance Prer	niums	,		\$	1,379
18 19 20												- Line 13 thru s Cost -None		\$ \$	15,168
21 22 23									тс	OTAL - Sub	ocontra	actor's Cost		\$	
24 25			Gene				OH&P on S			5.00%		SUBTOTAL		\$ \$	15,167.50
26 27 28							enses: Trav ontractor Bo		g, Fo	od, Rental,	, etc	0.00% SUBTOTAL		\$ \$ \$	- - 15,167.50
29 30							ΤΟΤΑΙ	PROBAI	BLE (CONSTRU	CTION	COST -DDC		\$	15,167.50

Detailed Estimate

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-	TRACT TO ANY	1		1		LABOR O	790	MATER	IAL COST	Date:	會保護的
							.051	WATER	IAL COST		
Vo.	PCO#003R1	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GE	N CONTRACTOR:	DDC								1	
ro	ject Description:	OFFICE	B202 -	INSTALL RI	ECEPT/	ACLES, BR	EAKERS, DA		S	5	
1	SCOPE OF WORK: Add smoke detectors @ Storage Room 214										
$3 \\ 4 \\ 5 \\ 6 \\ 7 \\ 8 \\ 9 \\ 10 \\ 11 \\ 12 \\ 13 \\ 14 \\ 15 \\ 16 \\ 17 \\ 18 \\ 19 \\ 20 \\ 22 \\ 23 \\ 24 \\ 25 \\ 27 \\ 28 \\ 29 \\ 29 \\ 29 \\ 20 \\ 21 \\ 22 \\ 20 \\ 21 \\ 22 \\ 20 \\ 21 \\ 22 \\ 20 \\ 21 \\ 22 \\ 20 \\ 21 \\ 22 \\ 20 \\ 20$	MATERIALS: EMT Conduit, 3/4" EMT Coupling EMT Connector EMT 1-hole strap EMT Conduit, 1" EMT Coupling, 1" EMT Coupling, 1" EMT Connector, 1" EMT 1-hole strap, 1" Square box, 2-1/8" deep Square box,	240.0 24.00 14.00 24.00 40.0 4.00 4.00 2.00 2000.00 1.00 4.00 4.00 4.00 4.00 6.00 3.00 12.00 4.00 4.00 1.00 1.00 1.00 1.00 1.00 1	LF EAA LF E E E E E E E E E E E E E E E E E E	0.062 0.060 0.120 0.050 0.068 0.070 0.160 0.350 0.090 1.000 0.021 0.000 0.021 0.000 0.021 0.000 0.0350 0.090 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.000000	1.44 1.68 1.20 2.72 0.28 1.28 0.20 1.40 0.36 2.00 42.00 0.00 1.40 0.36 0.00 2.50 1.50 0.18 0.72 0.36 0.80			\$ 1.12 \$ 0.69 \$ 0.81 \$ 0.27 \$ 1.82 \$ 0.99 \$ 1.34 \$ 0.31 \$ 1.96 \$ 1.61 \$ 28.25 \$ 0.33 \$ 26.00 \$ 1.92 \$ 0.57 \$ 2.24 \$ 0.59 \$ 15.60 \$ 14.95 \$ 19.50 \$ 3.90 \$ - \$ -	 \$ 268.80 \$ 16.56 \$ 11.34 \$ 6.48 \$ 72.80 \$ 3.96 \$ 10.72 \$ 1.24 \$ 7.84 \$ 56.50 \$ 660.00 \$ 26.00 \$ 2.28 \$ 2.28 \$ 2.28 \$ 2.28 \$ 2.28 \$ 2.28 \$ 4.48 \$ 590.00 \$ 93.60 \$ 93.60 \$ 3.400 \$ 234.00 \$ -560 		
30 31 32 33 34 35 36 37 38 39	LABOR: Electrician/JM	1.00	EA	80.00	80.00	\$ 142.85	\$ 11,428.00				
40 41 42 43 44 45 46 47 48 49 50 51	EQUIPMENT: Not Used	0.00	EA	0.00	0.00					\$	\$ -
52	SHEET TOTALS				80.00	\$ 142.85	\$11,428.00		\$ 2,141.17		\$ -

SHEET S1 OF S2

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CONTRACTOR:	Digital Design Communications		
PROJECT NAME:	Coliseum College Prep Academy - Interim Housing (CCPA-I	H)	
OUSD PROJECT NUMBER	21113		
DDC C.O. NUMBER:	CO #03R1	DATE:	10/23/24
PROJECT DESCRIPTION:	Office B202. Four receptacles, two breakers and three data Pathway, wiring for four (4) dual receptacles. Furnish and install two (2) 20A 120V breakers. Pathway, CAT6A cabling, CAT6A patch cords for both ends CAT6A patch cords for initial 9 data cables, 3ft patch cords Safe-off three receptacles. Connect 2-pole 240V 20A power to whip for cubicles. Revision 1. Fix duplicated tax	s, labeling and testing three	

SUMMARY OF TOTAL COSTS 1. TOTAL LABOR COSTS 11,428.00 \$ 2. Markup. Ten percent (10%) of Line 1 \$ 1,142.80 3. Sum of Lines 1 & 2 12,570.80 \$ 4. TOTAL MATERIAL COSTS 2,360.64 \$ 5. Markup. Ten percent (10%) of Line 4 \$ 236.06 6. Sum of Lines 4 & 5 2,596.70 \$ 7. Tax. 10.25% from Sheet S2 \$ 219.47 \$ 8. TOTAL EQUIPMENT RENTAL COSTS -\$ 9. Markup. Ten percent (10%) of Line 8 -10. Sum of Lines 8 & 9 \$. 11. TOTAL OF LOWER TIER SUBCONTRACTED COST 12. Markup. Five percent (5%) of line 11 \$ -13. Sum of Lines 11 & 12 \$. SUBTOTAL OF DIRECT COSTS & MARK-UP \$ 15,167.50 COST OF BONDS TOTAL CHANGE ORDER \$ 15,167.50

COST ESTIMATE SUMMARY

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Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	21113
	COLISEUM COLLEGE PREP ACADEMY (CCPA Oakland, CA	.) - INTERIM HOUSINDate:	4-Nov-24
	Oakialiu, CA		

Decription : PCO#003R1 OFFICE B202 - INSTALL RECEPTACLES, BREAKERS, DATA CABLES

18

	rence Drawing: . CONTRACTO			Cost Pi DDC	opo	sal dated 1)/23/2024						
	Total Labor Costs			B) Tota Cos		terial	C) Total Equi		tal It Cost				TOTAL
1 2 3 4 5 6	SHEET 1 of 2 SHEET 2 of 2	\$	11,428.00		\$	2,141.17						\$ \$ \$	13,569
7		\$	11,428.00	+	\$	2,141.17	+	\$	-			\$	13,569
8 9 10 11 12		Ма	penses: terial Sales T ntal Sales Ta						10.25%	of Total Mate	ntal:		219.47 Incl.
13 14 15 16				General	Cont	ractor OH, E *(Overhea			10.00%	Ibtotal - Line 7 thru * Total Cost niums & Profit)		\$	13,789 1,379
17 18 19									Sub	ototal - Line 13 thru			15,168
20 21 22 23										actor's Cost -None contractor's Cost) 	\$	
24 25			Gene			OH&P on S		_	5.00%	SUBTOTAL	5	6	15,167.50
26 27 28						enses: Travo ontractor Bor		g, Foo	od, Rental,	etc 0.00% SUBTOTAL	9	6	- 15,167.50
29 30						TOTAL	PROBAE	LEC	ONSTRU	CTION COST -DDC		\$	15,167.50

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Detailed Estimate

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			-			LABOR	TROST	MATER	IAL COST	Date:	NREF!
No.	PCO#003R1	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost		Total Cost	Unit Cost	Total Cost
GE	N CONTRACTOR:	DDC									
ro	ject Description:	OFFICE	B202 -	INSTALL RI	ECEPT	ACLES, BR	EAKERS, DA	TA CABLE	S		
1 2	SCOPE OF WORK: Add smoke detectors @ Storage Room 214							ι.			
$\begin{smallmatrix} 3 & 4 & 5 & 6 \\ 7 & 8 & 9 & 10112131415161718192212222222222222222222222222222222$	MATERIALS: EMT Conduit, 3/4" EMT Coupling EMT Connector EMT 1-hole strap EMT Coupling, 1" EMT Coupling, 1" EMT Connector, 1" EMT 1-hole strap, 1" Square box, 2-1/8" deep Square box, 2-1/	240.0 24.00 14.00 24.00 40.0 4.00 2.00 2000.00 1.00 4.00 2000.00 1.00 4.00 1.00 1000.00 6.00 3.00 12.00 4.00 1.00 1.00 1.00 0.00	LF EA EA EA E EA EA EA EA EA EA EA EA EA E	0.062 0.060 0.120 0.050 0.068 0.070 0.160 0.050 0.090 1.000 0.021 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.250 0.060 0.090 0.20 3.00 80.00	1.44 1.68 1.20 2.72 0.28 1.28 0.20 1.40 0.36 2.00 42.00 0.00 1.40 0.36 0.00 2.50 1.50 0.18 0.72 0.36 0.80 3.00 80.26	\$ 142.85	\$ 11,428.00	\$ 1.12 \$ 0.69 \$ 0.81 \$ 0.27 \$ 1.82 \$ 0.99 \$ 1.34 \$ 0.31 \$ 28.25 \$ 0.33 \$ 26.00 \$ 1.92 \$ 0.59 \$ 14.95 \$ 19.50 \$ 19.50 \$ 3.90 \$ \$	\$ 268.80 16.56 11.34 2.80 10.72 1.24 7.84 1.24 1.24 2.7.84 2.7.84 2.6.00 2.6.00 2.6.00 2.6.00 2.28 2.28 2.28 2.4.48 5.590.00 2.28 2.448 2.34.00 2.28 2.34.00 2.3 2.34.00 2.3 2.34.00 2.3 3.5.60 2.3 3.5.60 3.	\$	\$
50 51 52 53	SHEET TOTALS				80.00	\$ 142.85	\$11,428.00		\$ 2,141.17		\$ -

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OAKLAND UNIFIED SCHOOL DISTRICT COLISEUM COLLEGE PREP ACADEMY (CCPA) - INTERIM HOUSING PROJ # 21113

PCO#003R1 OFFICE B202 - INSTALL RECEPTACLES, BREAKERS, DATA CABLES

To: W. NEWBY/PM

From: E. Vinuya/Chief Cost Estimator

Date: 4-Nov-24

General Comments:

1 GENERAL CONTRACTOR: DIGITAL DESIGN COMMUNICATIONS (DDC)

Manhours & materials cost appear reasonable.

2 GENERAL CONTRACTOR'S COST PROPOSALS

\$ 15,167.50

\$ 15,167.50

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ESTIMATED CONSTRUCTION COST FOR PCO#003R1

SHEET S2 OF S2

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CONTRACTOR:	Digital Design Communications		
PROJECT NAME:	Coliseum College Prep Academy - Interim Housing (CCPA-IH)		
OUSD PROJECT NUMBER	21113		
DDC C.O. NUMBER:	CO #03R1	DATE:	10/23/24
PROJECT DESCRIPTION:	Office B202. Four receptacles, two breakers and three data ca Pathway, wiring for four (4) dual receptacles. Fumish and install two (2) 20A 120V breakers. Pathway, CAT6A cabling, CAT6A patch cords for both ends, la CAT6A patch cords for initial 9 data cables, 3ft patch cords for Safe-off three receptacles. Connect 2-pole 240V 20A power to whip for cubicles. Revision 1. Fix duplicated tax	beling and testing three o	

	LABOR		· · · · · · · · · · · · · · · · · · ·	
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
LABOR COSTS		80	\$ 142.85	\$ 11,428.00
				\$ ~
TOTAL LABOR COSTS (Transfers to Lin	e 1 of Sheet S1)			\$ 11,428.00

MATEI				
DESCRIPTION	QTY.	UNIT COST	E)	(T'D COST
3/4" EMT conduit, ft	240	\$ 1.12	\$	268.80
3/4" EMT coupling	24	\$ 0.69	\$	16.56
3/4" EMT connector, insulated throat	14	\$ 0.81	\$	11.34
3/4" EMT 1-hole strap	24	\$ 0.27	\$	6.48
1" EMT conduit, ft	40	\$ 1.82	\$	72.80
1" EMT coupling	4	\$ 0.99	\$	3.96
1" EMT connector, insulated throat	8	\$ 1.34	\$	10.72
1" EMT 1-hole strap	4	\$ 0.31	\$	1.24
4" square box 2-18" deep, 3/4" KOs	4	\$ 1.96	\$	7.84
4" square box cover, raised 5/8"	4	\$ 1.61	\$	6.44
20A 120V breaker	2	\$ 28.25	\$	56.50
THHN #10 red, black, white and green. 500ft each	2,000	\$ 0.33	\$	660.00
Wing nut, yellow. Box with 100 wing nuts	1	\$ 26.00	\$	26.00
Dual receptacle 20A 120V	4	\$ 1.92	\$	7.68
Decora cover for receptacle, ivory	4	\$ 0.57	\$	2.28
Electrical black tape	2	\$ 2.24	\$	4.48
CAT6A cable, blue, ft	1,000	\$ 0.59	\$	590.00
CAT6A RJ-45 jack, blue. Panel and station sides	6	\$ 15.60	\$	93.60
CAT6A patch cord, blue, 3ft	3	\$ 14.95	\$	44.85
CAT6A patch cord, blue, 7ft	12	\$ 19.50	\$	234.00
3-port data faceplate, ivory	4	\$ 3.90	\$	15.60
SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 4 of Sheet S1			\$	2,141.17
SALES TAX ON MATERIAL (10.25%) - Line 7 of Sheet S1			\$	219.47
TOTAL MATERIAL COSTS - Line 4 of Sheet S1			\$	2,360.64

	EQUIPMENT				
SIZE AND TYPE	I.D. #	HOURS	RATE	TOTAL	
				\$	~
FOTAL EQUIPMENT RENTAL COSTS (Transfer	s to Line 8 of Sheet S1)			\$	

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 OAKLAND UNIFIED SCHOOL DISTRICT

 COLISEUM COLLEGE PREP ACADEMY (CCPA) - INTERIM HOUSING

 PROJ #
 21113

 PCO#004R1
 WIRING FOR 2 SMOKE DETECTORS, 2 HORN-STROBES & CABLING FOR 2 CLOCK

 SPEAKERS

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To: W. NEWBY/PM

- From: E. Vinuya/Chief Cost Estimator
- Date: 4-Nov-24

General Comments:

1 GENERAL CONTRACTOR: DIGITAL DESIGN COMMUNICATIONS (DDC)

Manhours & Materials cost appear reasonable.

2 GENERAL CONTRACTOR'S COST PROPOSALS

\$ 4,674.37

4,674.37

\$

ESTIMATED CONSTRUCTION COST FOR PCO#004R1

COST ESTIMATE SUMMARY

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Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT Project Number: COLISEUM COLLEGE PREP ACADEMY (CCPA) - INTERIM HOUSINDate: Oakland, CA	21113 4-Nov-24
Decription :	PCO#004R1	

WIRING FOR 2 SMOKE DETECTORS, 2 HORN-STROBES & CABLING FOR 2 CLOCK SPEAKERS

	rence Drawing: . CONTRACTO			Cost Pr DDC	opos	al dated 10)/23/2024						
	te la parte	177		1								à R	
	Total			B) Tota		erial	C) Total						TOTAL
	Labor Costs			Cost	ts		Equi	omen	it Cost				
1	SHEET 1 of 2												
2	SHEET 2 of 2												
3		\$	3,428.40		\$	744.70						\$	4,173
4												\$	*
5												\$	<u>н</u>
6													
7	0	\$	3,428.40	+	\$	744.70	+	\$			=	\$	4,173
8												0	
9			enses:										
10			erial Sales 7							of Total Mate		\$	76.33
11		Ren	tal Sales Ta	X		••••••			10.25%	of Total Re	ntal:		Incl.
12													
13									Sı	ubtotal - Line 7 thru	12:	\$	4,249
14				Comonald	• • • • •				40.000/	* Tatal Oracl		¢	105
15 16				General	Contr	actor OH, B			10.00%			\$	425
10						(Overnea	a, Bona a	Insu	rance Prer	niums & Profit)			
18									Sul	ototal - Line 13 thru	40.	¢	4 674
19									Sui	stotal - Line 15 tillu	13.	φ	4,674
20									Subconfr	actor's Cost -None		\$	-
21									oubcontin	actor 3 003t -11011c		Ψ	
22								то	TAL - Sub	contractor's Cost		\$	
23												Ŧ	
24			Gene	ral Contra	actor	OH&P on S	ub Cost:		5.00%	*		\$	
25										SUBTOTAL		\$	4,674.37
26				Misc	Expe	nses: Trave	el, Lodain	ą, Foo	od, Rental.	etc		\$	1.000
27						ntractor Bor				0.00%		\$	i de la
28										SUBTOTAL		\$	4,674.37
29													
30						TOTAL	PROBAE	SLE C	ONSTRU	CTION COST -DDC		\$	4,674.37

Detailed Estimate

					LABOR COST		MATERIAL COST				
No.	PCO#004R1	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GE	N CONTRACTOR:	DDC									
Pro	ject Description:	WIRING I		SMOKE DE	тесто	RS, 2 HOR	I N-STROBES	& CABLING	FOR 2 CLO	к	
1 2	SCOPE OF WORK: Add smoke detectors @ Storage Room 214							ļ			
3 4 5 6 7 8 9	MATERIALS: Cable, 16/2 FPLRed jacket Shielded Cable, 16/2 FPLRed jacket Tape, 1/2" Cable, CAT 6A, blue Jack, CAT 6A	120.0 12.0 1.0 1000.00 4.00	LF LF EA LF EA	0.021 0.021 1.000 0.0120 0.489	0.25 1.00 12.00			\$ 0.23 \$ 0.30 \$ 31.20 \$ 0.59 \$ 15.60	\$ 27.60 \$ 3.60 \$ 31.20 \$ 590.00 \$ 62.40		
10 11 12 13 14	Patch Cord, CAT6A, 3ft Labeling Testing	2.00 6.00 1.00	EA EA EA	0.060 0.20 4.00	0.12 1.20			\$ 14.95 \$ - \$ -	\$ 29.90 \$ - \$ -		
14 15 16 17 18 19 20 21 22 23 24	LABOR: Electrician/JM	1.00	EA	24.00	24.00	\$ 142.85	\$ 3,428.40				
24 25 26 27 28 29 30 31 32 33 34 35	EQUIPMENT: Not Used	0.00	EA	0.00	0.00					\$	\$ -
	SHEET TOTALS				24.00	\$ 142.85	\$3,428.40		\$ 744.70		\$

SHEET S1 OF S2

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CONTRACTOR:	Digital Design Communications						
PROJECT NAME:	Coliseum College Prep Academy - Interim Housing (CCPA-IH)						
OUSD PROJECT NUMBER	21113						
DDC C.O. NUMBER:	CO #04R1	DATE:	10/23/24				
PROJECT DESCRIPTION:	Contract work for fire alarm and public address devices. Wire, install, terminate, label and test the following fire alarm - Two smokes and one horn-strobe in the Storage Room 21 - One horn-strobe in classroom B201 South CAT6A cabling for: - One clock-speaker in the Storage Room 214. - One clock-speaker in the Classroom B201 North. Revision 1. Fix duplicated tax						

SUMMA	ARY OF TOTAL CO	DSTS				
1. TOTAL LABOR COSTS	\$	3,428.40			1	
2. Markup. Ten percent (10%) of Line 1	\$	342.84				
3. Sum of Lines 1 & 2			\$	3,771.24		
4. TOTAL MATERIAL COSTS	\$	821.03		ñ i	[
5. Markup. Ten percent (10%) of Line 4	\$	82.10				
6. Sum of Lines 4 & 5 7. Tax. 10.25% from Sheet S2			\$ \$	903.13 76.33		
8. TOTAL EQUIPMENT RENTAL COSTS	\$	(=)				
9. Markup. Ten percent (10%) of Line 8	\$	-				
10. Sum of Lines 8 & 9			\$	2		
11. TOTAL OF LOWER TIER SUBCONTRACTED COST						
12. Markup. Five percent (5%) of line 11	\$	120				
13. Sum of Lines 11 & 12			\$			
SUBTOTAL OF DIRECT COSTS & MARK-UP					\$	4,674.37
COST OF BONDS						
TOTAL CHANGE ORDER					\$	4,674.37

SHEET S2 OF S2

CONTRACTOR:	Digital Design Communications					
PROJECT NAME:	Coliseum College Prep Academy - Interim Housing (CCPA-IH)					
OUSD PROJECT NUMBER	21113					
DDC C.O. NUMBER:	CO #04R1	DATE:	10/23/24			
PROJECT DESCRIPTION:	Contract work for fire alarm and public address devices. Wire, install, terminate, label and test the following fire alarm de - Two smokes and one hom-strobe in the Storage Room 214. - One hom-strobe in classroom B201 South CAT6A cabling for: - One clock-speaker in the Storage Room 214.	vices:				

One clock-speaker in the Storage Room 214.
 One clock-speaker in the Classroom B201 North, Revision 1. Fix duplicated tax

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	LABOR				
NAME	CLASSIFICATION	HOURS	RATE		TOTAL
LABOR COSTS		24	\$ 142.85	\$	3,428.40
				\$	
				-	
TOTAL LABOR COSTS (Transfers to Line	\$	3,428.40			

MA	TERIALS					
DESCRIPTION	QTY.	UNIT COST		EXT'D COST		
16/2 FPLR cable, red jacket, ft	120	\$ 0.23	\$	27.60		
16/2 FPLR shielded cable, red jacket, ft	12	\$ 0.30	\$	3.60		
1/2" black on white tape	1	\$ 31.20	\$	31.20		
CAT6A cable, blue, ft	1,000	\$ 0.59	\$	590.00		
CAT6A RJ-45 jack, blue. Panel and station sides	4	\$ 15.60	\$	62.40		
CAT6A patch cord, blue, 3ft	2	\$ 14.95	\$	29.90		
SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 4 of Sheet S1						
SALES TAX ON MATERIAL (10.25%) - Line 7 of Sheet S1						
TOTAL MATERIAL COSTS - Line 4 of Sheet S1						

	EQUIPMENT					
SIZE AND TYPE	I.D. #	HOURS	RATE	T	OTAL	
				\$	2	
TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 8 of Sheet S1)						



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

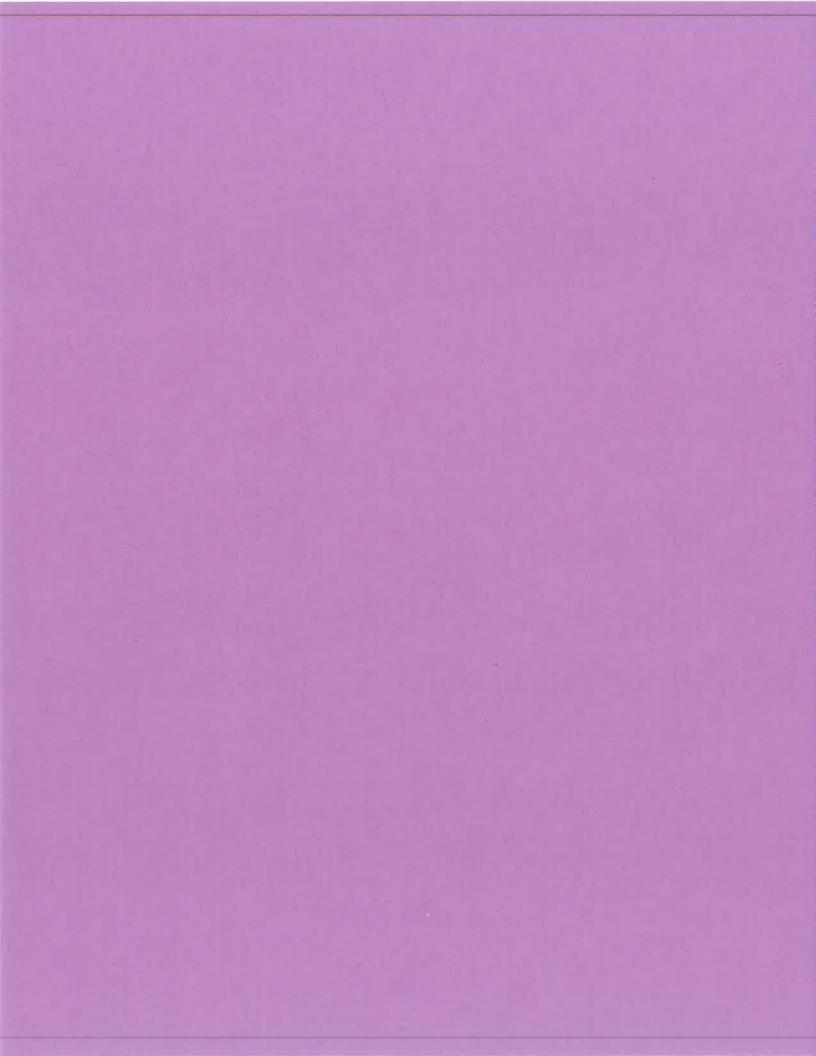
	Project Information								
Project Name	Coliseum College Preparatory Academy Interim Housing	Site	232						
Basic Directions									
Services of	cannot be provided until the contract is awarded by the Board <u>or</u> authority delegated by the Boa		the Superintendent pursuant to						
AttachmentxProof of general liability insurance, including certificates and endorsements, if contract is over \$15,000ChecklistxWorkers compensation insurance certification, unless vendor is a sole provider									
Oneokiist									

Contractor Information											
Contractor Name	Digital Design Communications Agency's Contact			Amallio Castro							
OUSD Vendor ID #	001380 Title Manager										
Street Address	8128 Capwell Drive	City Oak		kland	State	CA	Zip	94621			
Telephone	510-632-0650	Policy Expires	5								
Contractor History	Previously been an OUSD contractor? X Yes 🗌 No			Worked as	an OUSE) emplo	oyee? 🗌	Yes X No			
OUSD Project #	21113										

Term of Original/Amended Contract								
Date Work Will Begin (i.e., effective date of contract)	6-24-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2025					
		New Date of Contract End (If Any)						

Compensation/Revised Compensation										
If New Contr	If New Contract, Total If New Contract, Total Contract									
Contract Price	Contract Price (Lump Sum) \$ Price (Not To Exceed)									
Pay Rate Per Hour (If Hourly)		ay Rate Per Hour (If Hourly) \$ If Amendment, Change in Price \$26,062.47								
Other Expenses Requisition Number			Requisition Number							
lf you ar	Budget Information If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition.									
Resource #	Funding Source		Org Key							
9655/9859	Fund 21, Measure Y	210-9655-0-9859-85	6274	\$26,062.47						

Approval and Routing (in order of approval steps)											
Serv knov	Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.										
	Division Head Phone 510-535-7038 Fax 510-535-7082										
1.	Director, Facilities										
	Signature Preston Thomas (Dec 4, 2024 13:47 PST)		Date Approved	Dec 4, 2024							
2.	General Counsel, Facilities										
Z .	Signature James Traber		Date Approved	11/27/2024							
	Chief Systems & Services Officer										
3.	Signature Preston Thomas (Dec 4, 2024 13:47 PST)		Date Approved	Dec 4, 2024	4						
	Chief Financial Officer										
4.	Signature		Date Approved								
	President, Board of Education										
5.	Signature		Date Approved								



AGREEMENT [24-1475- File Id No.]

Board Office Use: Legislative File Info.				
File ID Number	24-1475			
Introduction Date	06-26-2024			
Enactment Number	24-1346			
Enactment Date	6/26/2024 er			



Memo (Non-Bid Award)

То	Board of Education				
From	Kyla Johnson-Trammell, Superintendent; Preston Thomas, Chief Systems and Services Officer, Division of Facilities Planning and Management; Kenya Chatman, Executive Director of Facilities Planning				
Board Meeting Date	June 26, 2024				
Subject	Agreement for Maintenance – Digital Design Communications – Colisseum College Prep Academy– Division of Facilities Planning and Management				
Action Requested	Approval by the Board of Education of the Agreement for Maintenance by and between the District and Digital Design Communications , Oakland, CA, for the latter to provide maintenance support of the fire & intrusion alarm system at Coliseum College Prep Academy Interim Housing in the total lump sum amount of 58,293.00 commencing on June 27, 2024 , and completion deadline of June 30, 2025 , pursuant to the Agreement.				
Discussion	The contractor was selected without competitive bidding because the price of this maintenance contract is under the bid threshold of \$109,300.				
LBP (Local Business Participation Percentage)	100.00%				
Recommendation	Approval by the Board of Education of the Agreement for Maintenance by and between the District and Digital Design Communications, Oakland, CA, for the latter to provide maintenance support of the fire & intrusion alarm system at Coliseum College Prep Academy Interim Housing in the total lump sum amount of 58,293.00 commencing on June 27, 2024, and completion deadline of June 30, 2025, pursuant to the Agreement.				
Fiscal Impact	Fund 21 Building Funds, Measure Y				
Attachments	 Contract Justification Form Agreement and Other Contract Documents Certificate of Insurance Routing Form 				



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

Legislative File ID No. <u>24</u>	-1475						
Department:	Buildings and Grou	nds Department					
Vendor Name: <u>Dig</u>	Digital Design Communications						
Project Name: <u>Col</u>	<u>cademy</u>	Project No.: 21113					
Contract Term: Intended Sta	rt: June 27, 2024		Intended End:	<u>June 30, 2025</u>			
Total Cost Over Contract Te	erm: <u>\$58,293.00</u>						
Approved by:	Preston Thomas						
Is Vendor a local Oakland B	usiness or has it met th	ne requirements of the					
Local Business Polic	y? 🛛 Yes (No if Un	checked)					
How was this contractor or v	endor selected?						
Digital Design Communica	tions was a direct sele	ection, with no advantag	e to bidding				
Summarize the services or su	pplies this contractor	or vendor will be providi	ng.				
Provide maintenance suppo	ort of the fire & intrus	ion alarm system at Coli	seum College P	Prep. Academy.]		
					J		
Was this contract competitive	ely bid?	Check box for "Yes" (If "No," le	eave box unchecke	d)			
If "No," please answer the follo	owing questions:						
1) How did you determine the	price is competitive?						

Sent to cost estimator for review.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- \Box 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), <u>and</u> (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.), <u>and</u> (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*
- \Box For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- □ No advantage to bidding (including sole source) *contact legal counsel to discuss if applicable*

Purchasing Contract:

- \Box Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- □ 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) – <i>contact legal counsel to discuss if applicable</i>
□ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – <i>contact legal counsel to discuss if applicable</i>
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) – <i>contact legal counsel to discuss if applicable</i>
\Box No advantage to bidding (including sole source) – <i>contact legal counsel to discuss if applicable</i>
□ Other:
Maintenance Contract:
\boxtimes Price is at or under the bid threshold of \$109,300 (as of $1/1/23$)
\Box No advantage to bidding (including sole source) – <i>contact legal counsel to discuss</i>
□ Other:

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

Competitive bidding is not required because the contract is under the bid threshold of \$109,300.

Oakland Unified School District Local Business Uitilization							
LOCAL BUSINESS PARTICIPATION W	ORKSHEET						
Prime	Digital Design Communications		Bid Opening Date				
Project Name	CCPA Interim Housing		Time:				
Project Number			Project Manager: William Newby				
Proposed Total Contract Amount	\$ 58,293.00		Architect:				
BASE BID AMOUNT	\$ 58,293.00]				
Proposed Total LBU Amount (%)	100 %						
Small, Local Business Enterprise(s)/Small Emerg	ging, Local Business Enterpise(s)	Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE) Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)		
Company Name	Certifying Agency						
Digital Design Communications	OUSD	¢ 50 000 00		400.00			
Address. City/State	Certification No. (if available)	\$ 58,293.00		100.00			
8128 Capwell Drive, Oakland, CA 94621	_		%	%	%		
Company Name	Certifying Agency						
Address, City/State	Certification No. (if available)		%	%	%		
Company Name	Certifying Agency						
Address, City/State	Certification No. (if available)		%	%	%		
Company Name	Certifying Agency						
Address, City/State	Certification No. (if available)		%	%	%		
Company Name	Certifying Agency						
Address, City/State	Certification No. (if available)		%	%	%		
Company Name	Certifying Agency						
Address, City/State	Certification No. (1f available)		%	%	%		
TOTAL PARTICIPATION		\$ \$58,293.00	0.00 %	100.00 %	0.00 %		

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening,

OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Students E

Revised 12-2023

AGREEMENT FOR MAINTENANCE

THIS AGREEMENT is made and entered into this **27 day of June, 2024** ("Contract"), by and between **Digital Design Communications** ("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. <u>Services.</u> At the request of the District, the Contractor shall furnish to the District the following maintenance services ("Services" or "Work"):

• Electrical Maintenance Services, including any machinery/equipment 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:

• C-10 – Electrical

•

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. <u>Payment.</u> 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.

Total payment under this Agreement shall not exceed **Fifty-Eight Thousand Two Hundred Ninety-Three Dollars (\$58,293.00)**.

3. <u>Site.</u> Contractor shall perform the Work at the District's facilities ("Premises" or "Site(s)") as follows:

• Coliseum College Preparatory Academy

The Project is the scope of Work performed at the Site.

4. <u>Contract Term.</u> All Work shall be diligently performed by Contractor as required or requested by District during a period of **twelve** (12) months from the date of the District's governing board's approval of this Contract ("Term").

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	\$1,000,000 per occurrence;
Products and Completed Operations	\$2,000,000 aggregate
Coverage	
Automobile Liability, Any Auto,	\$1,000,000 per occurrence;
Combined Single Limit	\$1,000,000 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. All policies shall include a waiver of subrogation against the District. 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. <u>Terms & Conditions.</u> The Contractor agrees to comply with the Terms and Conditions attached hereto and incorporated herein.
- 8. <u>Contract Documents.</u> The following documents (as indicated) are incorporated by reference into the Contract (the "Contract Documents"):

<u>X</u> Agreement	\underline{X} Exhibit A (Scope of Work)
<u>X</u> Terms and Conditions to	\underline{X} Exhibit B (Rates for Payment)
Contract	X_Exhibit C (Details of Scope of Work)
<u>X</u> Sufficient Funds Declaration	_Other:
X 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

Digital Design Communications

My D-	6/27/2024	Dated:	April 28, 2024
Benjamin Davis, President	Date		
Board of Education		Digital De	sign Communications
North-Samed	6/27/2024	By:	Dand m. Jen 1
Kyla Johnson-Trammell, Secretary And Superintendent, Board of Education	Date	Print Name	e: Victor M. Zamora
ton Thomas (Jun 3, 2024 10:44 PDT)	Jun 3, 2024	Print Title:	President
Preston Thomas, Chief Systems &	Date		
Services Officer, Facilities Planning and M	anagement		

06/03/24

Date

Approved as to form:

un a limb

OUSD Facilities Legal Counsel

Information regarding Contractor:

e of Business Entity:
Individual
Sole Proprietorship
Partnership
Limited Partnership
Corporation
Limited Liability Company
Other:

	94-3346	5238		
Employe	er Identification a	nd/or Social S	Security Nu	mber
NOTE:	United States C	ode, title 26.	sections 60	041 and 6109
	non-corporate	a contraction of the second second		

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.

Oakland Unified School District – Maintenance Contract – Coliseum College Preparatory Academy-Digital Design Communications-\$58,293.00

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 Oakland Unified School District - Maintenance Contract - Coliseum College Preparatory Academy-Digital Design Communications-

\$58,293.00

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 AND MATERIALS:** 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.
- Oakland Unified School District Maintenance Contract Coliseum College Preparatory Academy-Digital Design Communications-\$58,293.00

- 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 HARMILESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, 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 lump sum price stated in *Exhibit B*. 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.
- Oakland Unified School District Maintenance Contract Coliseum College Preparatory Academy-Digital Design Communications-\$58,293.00

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.

Oakland Unified School District – Maintenance Contract – Coliseum College Preparatory Academy-Digital Design Communications-\$58,293.00

- 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 maintenance projects of more than fifteen thousand dollars (\$15,000), 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:** For maintenance projects of more than fifteen thousand dollars (\$15,000), 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

Oakland Unified School District – Maintenance Contract – Coliseum College Preparatory Academy-Digital Design Communications-\$58,293.00 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 requires Contractor to 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.

Oakland Unified School District – Maintenance Contract – Coliseum College Preparatory Academy-Digital Design Communications-\$58,293.00

EXHIBIT "A" SCOPE OF SERVICES Electrical Maintenance

Generally, maintenance does not include repair work involving a facility, but it may include repairs on some fixtures as described below. 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 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 agreement (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 agreement, but are not within the actual scope of this agreement, 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 is within the actual scope of this agreement but may not arise, or be necessary, during the term of the agreement, 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 maintenance services under the Contract include the following Required Work:

• Maintenance of the electrical fire alarm intrusion system at Coliseum College Preparatory Academy.

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

• This contract does not include any Potential Work

EXHIBIT "B" RATES FOR PAYMENT

A. Required Work: Lump sum of \$58,293.00 for the term of the Contract.

EXHIBIT "C"

FURTHER DETAILS OF REQUIRED WORK AND POTENTIAL WORK

DDC electrical scope of work for the CCPA Interim Housing at Havens court

- Bldg. M Second Floor Storage Rm: Provide four dual receptacles, six data drops. Provide pathways for one CK-SP, one smoke and one ٠ horn/strobe.
- Bldg. M library classroom. Relocate existing emergency (EM) light. Provide pathways for one PA phone.
- Bldg. M Book Room. Fix one light.
- Bldg. B B201 North classroom. Provide one EM light and rewire lights. Provide pathways for one CK-SP, one PA phone and one • horn/strobe.
- Bldg. B B201 South classroom. Rewire lights. Provide pathways for one PA phone and one horn/strobe. •
- Bldg. B B202 Office. Provide nine data drops and rewire lights. •
- Bldg. B Shop 2A. Furnish four 120V 20A breakers for panel SB, provide conduit, wiring and receptacles for 4 refrigerators. •

DIGITAL DESIGN COMMUNICATIONS 8128 CAPWELL DR. OAKLAND, CA 94621 Phone 510-632-0650 Fax 510-632-0650 Fax 510-632-6999 Lic. # C10 - 785247

24-123R1 Electrical work for CCPA Interim Housing

DDC electrical scope of work for the CCPA Interim Housing at Havenscourt

- Bldg. M Second floor Storage Rm: Provide four dual receptacles, six data drops. Provide pathways for one CK-SP, one smoke and one horn/strobe.

- Bldg. M Library classroom. Relocate existing emergency (EM) light. Provide pathways for one PA phone.

- Bldg. M Book Room. Fix one light.

- Bldg. B B201 North classroom. Provide one EM light and rewire lights. Provide pathways for one CK-SP, one PA phone and one horn/strobe.

- Bldg. B B201 South classroom. Rewire lights. Provide pathways for one PA phone and one horn/strobe.

- Bldg. B B202 Office. Provide nine data drops and rewire lights.

- Bldg. B Shop 2A. Furnish four 120V 20A breakers for panel SB, provide conduit, wiring and receptacles for 4 refrigerators

DDC schedule for electrical services

Building M. 6/17 to 6/21 Building B. 7/8 to 7/12

Exclusions

This quote does not include the following;

- 01. Bonds
- 02. VoIP phones
- 03. Network switches
- 04. Submittals
- 05. Shop drawings and as builts
- 06. Work not listed above
- 07. Parts and smarts work for fire alarm devices, to be done by JCI and Alarm Shop.
- 08. Parts and smarts work for PA devices, to be done by Comtel.

Assumptions/Qualifiers

- 01. Customer will provide adequate parking for equipment and employees.
- 02. Customer will need to provide access to all work areas.
- 03. Owner's must notify all DDC employee's of any asbestos.
- 04. Any sign's of asbestos immediately terminates this proposal even if job has started.
- 05. All work to be conducted Monday through Friday during regular hours (7:00 am to 3:30 pm)

Payment schedule

Progress billing will occur for projects over 30 days in duration. Net 30 days with (1-1/2%) monthly interest charge on all past due accounts. In the event of legal action is instituted to enforce any of the terms or conditions of this proposal, the prevailing party shall be entitled to recover attorney's fees and collection cost.

Digital Design Communications is prepared to start work once quote has been approved. This quote is firm for thirty (30) days from the date at the top of this sheet.

Base bid price

Digital Design Communications will install the above mentioned work for the amount of: Fifty eight thousand two hundred ninety three Dollars and zero cents

\$58,293.00

Х

Signature is for approval of price, scope, assumptions/qualifiers and payment schedule.

SUFFICIENT FUNDS DECLARATION (Labor Code section 2810)

Owner: Oakland Unified School District Contract: Maintenance Contract – Coliseum College Preparatory Academy-Digital Design Communications

I, <u>Victor M. Zamora</u>, declare that I am the <u>President</u> [insert title] of <u>Digital Design Communications</u>, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit <u>Digital Design Communications</u> [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 <u>Digital Design Communications</u> [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 <u>April 28</u> 2024, at <u>Oakland</u> [city], California [state].

Date: 05/28/24

Dal as. Zand u

Signature
Print Name: <u>Victor M. Zamora</u>
Print Title: <u>President</u>

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

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET (Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

- You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
- 2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
- 3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
- 4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
- 5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as <u>President</u> [insert "owner" or officer title] of Digital Design Communications [insert name of business entity], have read the foregoing and agree that <u>Digital Design Communications</u> [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated:	05/28/24
Name:	Victor M. Zamora
Signatu	re: Down my and,
Title:	President

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling. furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1: (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name:	Digital Design Communications	
Date of Entity's Contract with District:	June 27th 2024	
Scope of Entity's Contract with District:	Electrical Maintenance Services	

I, <u>Victor M. Zamora</u> [insert name], am the <u>President</u> [insert "owner" or officer title] for <u>Digital Design Communications</u> [insert name of business entity] ("Entity"), which entered a contract on <u>June 27</u>, 20 24, with the District for \$58,293.00

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: ______, 20 24

Signat	ure:	Int m. former c
Typed	Name:	Victor M. Zamora
Title:	President	
Entity:	Digital	Design Communications

4871-8315-0992, v. 1

DIGITAL DESIGN COMMUNICATIONS 8128 CAPWELL DR. OAKLAND, CA 94621 Phone 510-632-0650 Fax 510-632-6999 Lic. # C10 - 785247

24-123 Electrical work for CCPA Interim Housing

DDC electrical scope of work for the CCPA Interim Housing at Havenscourt

- Bldg. M Second floor Storage Rm: Provide four dual receptacles, six data drops. Provide pathways for one CK-SP, one smoke and one horn/strobe.

- Bldg. M Library classroom. Relocate existing emergency (EM) light. Provide pathways for one PA phone.

- Bldg. M Book Room. Fix one light.

- Bldg. B B201 North classroom. Provide one EM light and rewire lights. Provide pathways for one CK-SP, one PA phone and one horn/strobe.

- Bldg. B B201 South classroom. Rewire lights. Provide pathways for one PA phone and one horn/strobe.

- Bldg. B B202 Office. Provide nine data drops and rewire lights.

- Bldg. B Shop 2A. Furnish four 120V 20A breakers for panel SB, provide conduit, wiring and receptacles for 4 refrigerators

DDC schedule for electrical services

Building M. 6/17 to 6/21 Building B. 7/8 to 7/12

Exclusions

This quote does not include the following;

- 01. VoIP phones
- 02. Network switches
- 03. Submittals
- 04. Shop drawings and as builts
- 05. Work not listed above
- 06. Parts and smarts work for fire alarm devices, to be done by JCI and Alarm Shop.
- 07. Parts and smarts work for PA devices, to be done by Comtel.

Assumptions/Qualifiers

- 01. Customer will provide adequate parking for equipment and employees.
- 02. Customer will need to provide access to all work areas.
- 03. Owner's must notify all DDC employee's of any asbestos.
- 04. Any sign's of asbestos immediately terminates this proposal even if job has started.
- 05. All work to be conducted Monday through Friday during regular hours (7:00 am to 3:30 pm)

Payment schedule

Progress billing will occur for projects over 30 days in duration. Net 30 days with (1-1/2%) monthly interest charge on all past due accounts. In the event of legal action is instituted to enforce any of the terms or conditions of this proposal, the prevailing party shall be entitled to recover attorney's fees and collection cost.

Digital Design Communications is prepared to start work once quote has been approved. This quote is firm for thirty (30) days from the date at the top of this sheet.

Base bid lump sum price

Digital Design Communications will install the above mentioned work for the amount of:

Labor Hourly Rate	\$	152.19
Labor Cost Material Cost	\$ \$	24,350.40 33,942.60
Total	\$	58,293.00

Signature is for approval of price, scope, assumptions/qualifiers and payment schedule.

\$58,293.00

PAYMENT BOND

Premium: Included in performance bond Premium based on final contract price is subject to audit

(Labor and Material)

Bond Number: 024275623

KNOW ALL MEN BY THESE PRESENTS:

Electrical maintenance work at Coliseum College Prep Academy, 1390 66th Avenue, Oakland, CA 94621

which said agreement dated $__{June 27}$, 20^{24} , 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 The Ohio Casualty 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 ________ Fifty-eight thousand, two hundred ninety-three _______ Dollars (\$ 58.293.00 _____) 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.

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.

(SR798938)]

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 27th day of June , 2027.

))))

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

Digital Design Communications

Principal

The Ohio Casualty Insurance Company Surety

By: Rebecca James

Attorney-in-Fact

The above bond is accepted and approved this 31 day of MAY 2024

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

State of California County of <u>Alemeda</u>}ss. On <u>OS-3-2024</u> before me, <u>Shilloa</u><u>Charted Astronovic</u> Notary Public, personelly appeared <u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Michael</u><u>Mi</u>

(SR798938)2



	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)			
T	On <u>05-3(-2024</u> before me, <u>Shilpa Chaudhary, Notary Public</u> (insert name and title of the officer)			
t	personally appeared <u>Victor</u> <u>Manuel Zamerk</u> , 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 <u>he/she/they</u> executed the same in <u>his/her/their</u> authorized capacity(ies), and that by <u>his/her/their</u> signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
	WITNESS my hand and official seal.			
	Signature (Seal)			



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

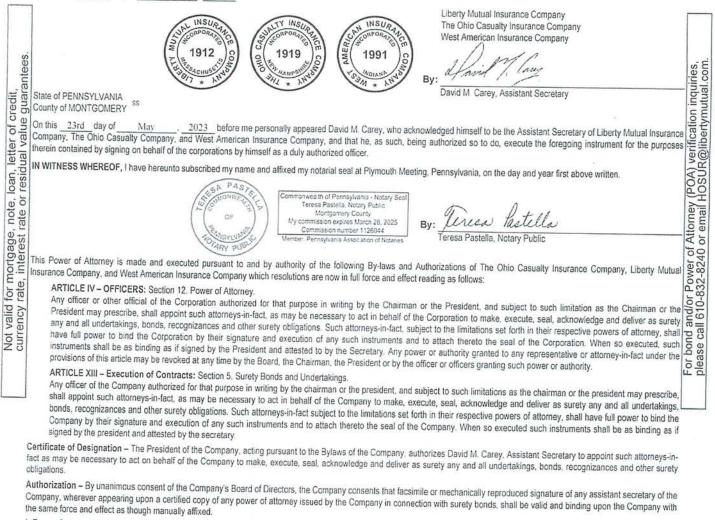
> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8210121-976090

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of May , 2023



I. Renee C. Llewellyn, the undersigned. Assistant Secretary. The Ohio Casualty Insurance Company. Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and here new local companies.

IN TESTMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of June 2024



lulu By:

Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC:WAIC Multi Co 02/21

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT		
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.		
STATE OF CALIFORNIA County of <u>San Diego</u> On <u>JUN 27 2024</u> before me, <u>Insert 1</u> personally appeared Rebecca James	Pam Davis, Notary Public, Name of Notary exactly as it appears on the official seal	
	Name(s) of Signer(s)	
PAM DAVIS COMM. #2359823 N0TARY PUBLIC-CALIFORMIA SAN DIEGO COUNTY My Commission Expires JUNE 1, 2025	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.	
Place Notary Seal Above	Witness my hand and official seal. Signature Anna Signature of Notary Public	
Though the information below is not required by law and could prevent fraudulent removal and	, it may prove valuable to persons relying on the document reattachment of the form to another document.	
Description of Attached Document		
Title or Type of Document: Document Date:	Number of Pages:	
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s)		
Signer's Name: Individual Corporate Officer — Title(s): Partner Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	Individual Corporate Officer — Title(s): Partner Limited General	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/12/2024

CE BE	IIS CERTIFICATE IS ISSUED AS A RTIFICATE DOES NOT AFFIRMAT LOW. THIS CERTIFICATE OF INS PRESENTATIVE OR PRODUCER, A	IVELY SURAI	' OR NCE	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALTE	ER THE CO	VERAGE AFFORDED B	e hol Y the	POLICIES
lf	PORTANT: If the certificate holder SUBROGATION IS WAIVED, subject s certificate does not confer rights t	to th	e ter	ms and conditions of th	e polic	y, certain po	olicies may i			
	UCER	o the	certi		CONTA					
Arth	ur J. Gallagher Risk Management	Servi	ces,	LLC	NAME: PHONE			FAX	005 40	4 0704
	20 Burbank Boulevard				(A/C, No	o, Ext): 805-367		(A/C, No):	805-49	4-0781
	e 301 odland Hills CA 91367				ADDRE	ss: Jennifer_				
000	Sciand Thils CA 91307							RDING COVERAGE		NAIC #
				License#: 0D69293		RA: Hartford		• •		19682
Dia	tal Design Communications				INSURE	кв: Insuranc	e Company c	of the West		27847
	5 Capwell Dr.				INSURE	RC:U.S. Spe	cialty Insurar	nce Company		29599
Oał	land, CA 94621				INSURE	RD: United F	inancial Cası	ualty Company		11770
					INSURE	RE: Nautilus	Insurance Co	ompany		17370
					INSURE	RF:				
CO	ERAGES CER	TIFIC	ATE	NUMBER: 1950555053				REVISION NUMBER:		
INI CE EX	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	Equir Pert/ Polic	EMEN AIN, ⁻ VIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	Y CONTRACT THE POLICIES REDUCED BY F	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC	ст то \	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
С	X COMMERCIAL GENERAL LIABILITY			U23AC97418-07		4/15/2024	4/15/2025	EACH OCCURRENCE	\$ 1,000	,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,0	00
[MED EXP (Any one person)	\$ 5,000	
								PERSONAL & ADV INJURY	\$ 1,000	,000
Ì	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	-
	POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,000	,
ľ	OTHER:								\$,000
D				976243153		1/5/2024	7/5/2024	COMBINED SINGLE LIMIT	\$ 1,000	.000
-						110/2021	110/2021	(Ea accident) BODILY INJURY (Per person)	\$,
ŀ	OWNED X SCHEDULED							BODILY INJURY (Per accident)		
ŀ	Y HIRED Y NON-OWNED							PROPERTY DAMAGE	\$	
ŀ								(Per accident) \$		
0				11004.007440.07		4/45/0004	4/45/0005			
С	X UMBRELLA LIAB X OCCUR			U23AC97418-07		4/15/2024	4/15/2025	EACH OCCURRENCE	\$2,000	,
	EXCESS LIAB CLAIMS-MADE	-						AGGREGATE	\$2,000	,000
	DED RETENTION \$								\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WVE504307205		9/1/2023	9/1/2024	X PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$ 1,000	,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$1,000,00		,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000	,
A E	Commercial Inland Marine Excess Liability			72UUMKB7646K2 AN1310759		1/28/2024 4/15/2024	1/28/2025 4/15/2025	Rented Equip Excess Limit Installation	\$100, \$2,00 \$100,	0,000
DESC Re:	RIPTION OF OPERATIONS / LOCATIONS / VEHIC 8128 Capwell Dr. Oakland CA 94621.	LES (A	CORD	101, Additional Remarks Schedul	e, may b	a attached if more	e space is require	ed)		
CER	TIFICATE HOLDER				CANC	ELLATION				
					I DATE THE TH THE POLIC	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.				
					1 the					

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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information								
Project Name Coliseum College Preparatory Academy Site 232								
Basic Directions Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to								
Services	authority delegated by		y the Supermendent pursuant to					
Attachment ChecklistxProof of general liability insurance, including certificates and endorsements, if contract is over \$15,000xWorkers compensation insurance certification, unless vendor is a sole provider								
Chicolaidt	Contractor Info		*					

Contractor Information								
Contractor Name Digital Design Communications Agency's Contact			tact	Amalio Castro				
OUSD Vendor ID # 001380 Title			Manager					
Street Address	8128 Capwell Drive	City	Oak	land	State	CA	Zip	94621
Telephone	510-632-0650	Policy Expires						
Contractor History Previously been an OUSD contractor? X Yes No Worked as				/orked as a	n OUSD	employ	yee? 🗌	Yes 🛛 No
OUSD Project # 22113								

Term of Original/Amended Contract						
Date Work Will Begin (i.e., effective date of contract)	06-27-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2025			
		New Date of Contract End (If Any)				

Compensation/Revised Compensation								
If New Contract, TotalIf New Contract, Total ContractContract Price (Lump Sum)\$58,293.00Price (Not To Exceed)			\$					
Pay Rate Per Hour (If Hourly)		\$	If Amendment, Change in Price \$					
Other Expenses			Requisition Number					
lf you a	Budget Information If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition.							
Resource # Funding Source Org Key Object Code Amount								
9655/9859	Fund21/Measure Y	210-9655-0-98	59-8500-6274-232-9180-9906-9999-21113	6274	\$58,293.00			

Approval and Routing (in order of approval steps)							
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.							
	Division Head	Phone	510-535-7038	Fax	510-535-7082		
1.	Executive Director, Facilities Planning and Management						
	Signature Heston Thomas (Jun 3, 2024 10:44 PDT)		Date Approved	Jun 3, 2024			
2.	General Counsel, Department of Facilities Planning and Management						
۷.	Signature und a lituli		Date Approved	5/29/24			
	Chief Systems and Services Officer, Facilities Planning and Ma	inagement					
3.	Signature Preston Thomas (Jun 3, 2024 10:44 PDT)		Date Approved	Jun 3, 2024			
	Chief Financial Officer						
4.	Signature		Date Approved				
	President, Board of Education						

{SR359921}A999069.P001 Rev. 5/23/2024

THIS FORM IS NOT A CONTRACT

5.	Signature	Date Approved	