

| Board Office Use: Legislative File Info. | |
|--|-------------|
| File ID Number | 18-2456 |
| Introduction Date | 12-12-2018 |
| Enactment Number | 18-1898 |
| Enactment Date | 12/12/18 os |



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

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

Board Meeting Date 12-12-2018
Subject Amendment No. 1 to AN AWARD TO BID AGREEMENT
 Contractor: Digital Design Communications
 Services For: Burbank Elementary School Fire & Intrusion Alarm Project

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 1 to AN AWARD TO BID AGREEMENT _____ between Oakland Unified School District and Digital Design Communications _____, Oakland _____, for the latter to
 Continue to provide Installation services for a new Fire Alarm System. No change to Scope of Work.

for the period of 12-14-2017 through 12-31-2018 in an amount not to exceed 476,880.

Prior Contract The Agreement was previously approved by the Board on 12-13-2017 (Enactment No. 17-1725).

Modification This amendment modifies the term of the contract. All other provisions remain the same.

Competitively Bid Was this contract competitively bid? Yes

If no, exception:
Fiscal Impact Funding resource(s): Fund 21, Measure B

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1 TO
AN AWARD TO BID AGREEMENT

This Amendment amends AN AWARD TO BID AGREEMENT between Oakland Unified School District (OUSD) and Digital Design Communications (Contractor) entered into on 12-13-2017 (OUSD Enactment No. 17-1725). The parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. OR CONTRACTOR agrees to provide the following amended services:
 No Change to Scope of work. Amendment is for extension to contract end date. Continue to provide installation services of new Fire Alarm System.

2. **Term (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term began on 12-14-2017 and expires on 3-24-2018. The parties agree to extend the contract through 12-31-2018.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ _____ to original contract amount.
 Decrease of \$ _____ to original contract amount.
 The new contract total is _____ Dollars (_____)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

| No. | OUSD Enactment No. | General Description of Reason for Amendment | Amount of Increase (Decrease) |
|-----|--------------------|---|-------------------------------|
| | | | \$ |
| | | | \$ |
| | | | \$ |

- 6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 7. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 12/13/18
 Date
 President, Board of Education
 Superintendent
 Chief or Deputy Chief
[Signature] 12/13/18
 Secretary, Board of Education Date

CONTRACTOR

[Signature] 11/6/18
 Contractor Signature Date

 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY *W*

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

| OUSD Internal Routing | | | |
|---|---------------------------------|-----------------|---------|
| Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement. | | | |
| | Signature - Approved | Denied - Reason | Date |
| 1. Administrator/Manager | <u>[Signature]</u> | | 11/7/18 |
| 2. Resource Manager (if restricted funds) | | | |
| 3. Network Superintendent/Executive Director | | | |
| 4. Chief/Deputy Chief | | | |
| 5. Legal (if increase takes contract above \$90,200) | <u>[Signature]</u> | | 11/9/18 |
| 6. Superintendent, Board of Education | Signature on the legal contract | | |

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)–Item Number: _____
- Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 - a. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 - b. Meeting announcement for meeting in which the SPSA modification was approved.
 - c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - d. Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

No change in scope of work. Amendment is for extension to contract end date. Continue to provide installation services for New Fire Alarm system.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|---|
| <p>Any person or organization, when you and such parties have agreed in writing in a contract or agreement pertaining to "your work" performed during the policy period. This additional insured coverage does not apply to "excluded residential construction". "Excluded residential construction" means:</p> <ul style="list-style-type: none"> a) the ground-up construction of any building whose units will be individually owned and titled; and, b) "your work" performed on the conversion of any building into a condominium or townhome. | |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> | |

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|-----------------------------------|
| <p>Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.</p> | |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> | |

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

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

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

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

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

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



| Directions | |
|--|---|
| <p>Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.</p> <ol style="list-style-type: none"> To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment. If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description. <p>When the contract amendment is approved, Procurement will add additional funds to the <u>original</u> Purchase Order.</p> | |
| Attachment Checklist | <ul style="list-style-type: none"> Contract amendment packet including Board Memo and Amendment Form Board approved copy of the original contract and any prior Amendments. |

| Contractor Information | | | | | |
|------------------------|-------------------------------|----------------------|------------------------|----------|-------|
| Contractor Name | Digital Design Communications | Contractor's Contact | Dean Kuersten | | |
| OUSD Vendor ID # | 001380 | Title | | | |
| Street Address | 8135 Capwell Drive | City, State | Oakland | Zip Code | 94621 |
| Telephone | 510-632-0650 | Email (required) | acastro@ddesigncom.com | | |

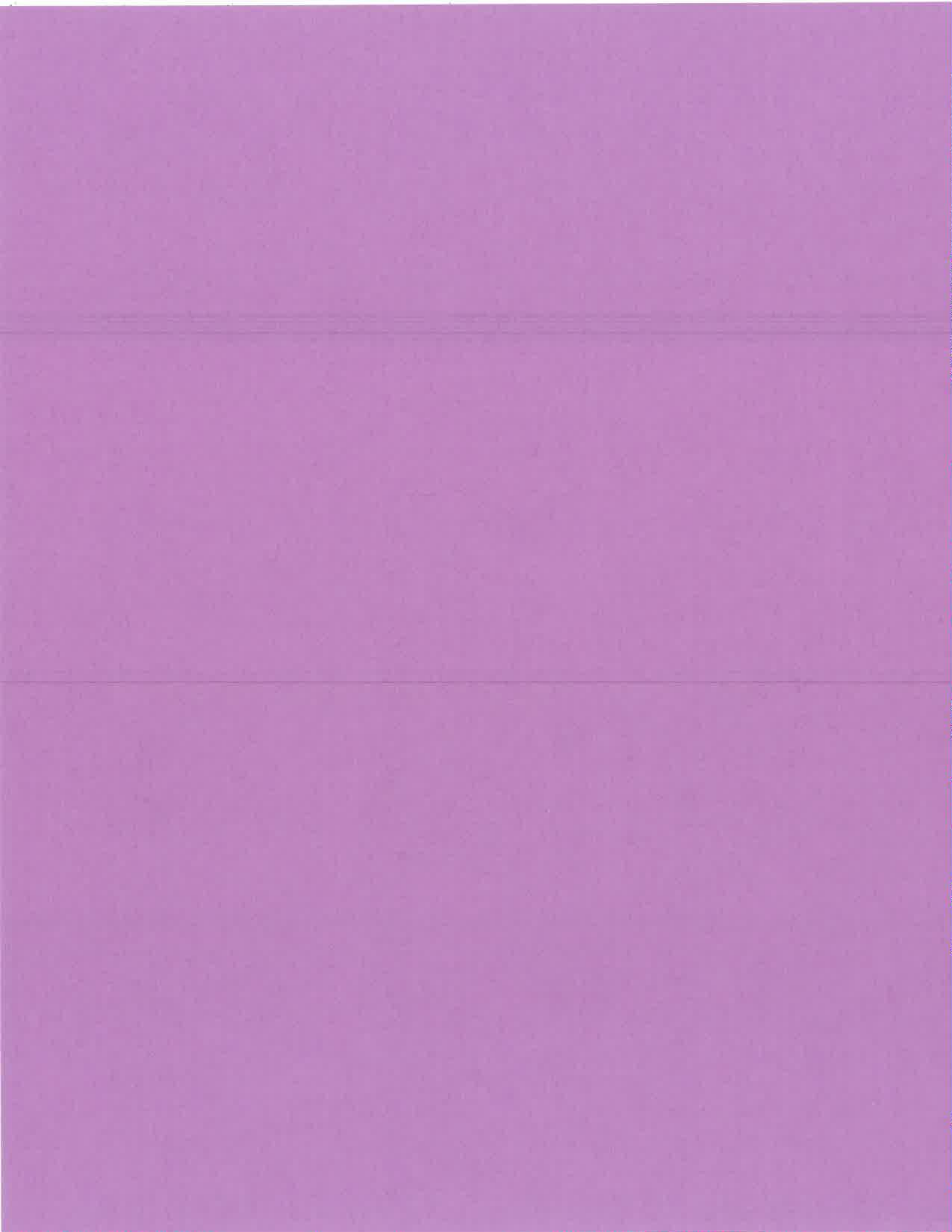
| Compensation and Terms | | | | | |
|---------------------------|--------------|-------------------|--------|--|------------|
| Current Contract Amount | \$476,880.00 | OUSD Vendor ID # | 001380 | Start Date of Original Contract | 12-14-2017 |
| Amount of Increase | 0 | Original PO # | | Current Term End Date | 3-24-2018 |
| Amount of Decrease | | New Requisition # | | New Term End Date* | 12-31-2018 |
| New Total Contract Amount | 476,880 | % Change | | *Must be no more than five years from the start date | |

| Budget Information (If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition) | | | |
|--|--|---------------|---------|
| Requisition No. | Budget Number | Resource Name | Amount |
| | 210-9399-0-9504-8500-6274-104-9180-9901-9999-99999 | 9399-9504 | \$ 0.00 |
| | | | \$ 0.00 |
| | | | \$ 0.00 |
| | | | \$ 0.00 |

| Contract History | | | |
|------------------|------------------|--|-------------------------|
| Agreement | OUSD Enactment # | Exact Name of Contract | Contract Amount |
| | 17-1725 | Burbank Elementary School Fire & Intrusion Alarm | |
| Amend # | OUSD Enactment # | General Description of Reason for Amendment | Revised Contract Amount |
| | | | |
| | | | |

| OUSD Contract Originator Information | | | | | |
|--------------------------------------|--|--------|--------------------|-----------|--------------|
| Name of OUSD Contact | Tadashi Nakadegawa, Director of Facilities | Email | tadashi.nakadegawa | @ousd.org | |
| Site/Dept. Name | Facilities Planning & Management | Site # | 918 | Phone | 510-535-7038 |

| Approval and Routing (In order of approval steps) | | | |
|---|---|---------------------------------|---------|
| Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement. | | | |
| | Signature - Approved | Denied - Reason | Date |
| 1. | Administrator/Manager | | 1/19/18 |
| 2. | Resource Manager (If restricted funds) | | |
| 3. | Network Superintendent/Executive Director | | |
| 4. | Chief/Deputy Chief | | 1/19/18 |
| 5. | Legal (If increase takes contract above \$90,200) | | 1/19/18 |
| 6. | Superintendent, Board of Education | Signature on the legal contract | |



| Board Office Use: Legislative File Info. | |
|--|------------|
| File ID Number | 17-2422 |
| Introduction Date | 12-13-2017 |
| Enactment Number | 171725 |
| Enactment Date | 12/13/17 |



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
 By: Vernon Hal, Senior Business Officer *VH*
 Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date December 13, 2017 *[Signature]*

Subject Award of Bid and Agreement- Digital Design Communications - Burbank Preschool Fire & Intrusion Project

Action Requested Approval by the Board of Education of Resolution No. 1718-0071, Award of Bid Agreement and Construction Contract on behalf of the District to Digital Design Communications, Oakland, CA, for the Burbank Preschool Fire & Intrusion Alarm Project, in the amount of \$476,880.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: (90) days Calendar Days, commencing December 14, 2017, and ending on March 24, 2018.

Discussion Replacement of existing fire & intrusion alarm with a new one and to perform abatement services.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Resolution No. 1718-0071, Award of Bid Agreement and Construction Contract on behalf of the District to Digital Design Communications, Oakland, CA, for the Burbank Preschool Fire & Intrusion Alarm Project, in the amount of \$476,880.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: (90) days Calendar Days, commencing December 14, 2017, and ending on March 24, 2018.

Fiscal Impact Fund 21, Measure B

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

Compared vendor's bid prices.

2) Please check the competitive bid exception relied upon:

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

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



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

RESOLUTION NO. 1718-0071

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE BURBANK PRESCHOOL FIRE & INTRUSION ALARM PROJECT**

WHEREAS, the District has heretofore requested bids, for replacing the existing fire alarm system with a new fire alarm system with voice communication system; replace existing intrusion alarm system with new one; provide new audible/visual notification appliance in all public areas; provide new smoke and heat detection in accordance with applicable codes and OUSD standards.

WHEREAS, one (1) bid was received via Division of Facilities Planning and Management in response to the said request as follows, and

| Contractor: | Location | Bid Amount |
|----------------------------------|-----------------|-------------------|
| Digital Design Communications | Oakland, CA | \$476,880.00 |

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

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **DIGITAL DESIGN COMMUNICATIONS** for the performance of the bid work, in the amount of **FOUR HUNDRED, SEVENTY-SIX THOUSAND, EIGHT HUNDRED, EIGHTY DOLLARS (\$476,880.00)** shall be and is hereby accepted; all other bids are rejected, if any; and



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

RESOLUTION NO. 1718-0071

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE BURBANK PRESCHOOL FIRE & INTRUSION ALARM PROJECT**

Page 2 of 2

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

Passed by the following vote:

AYES: Jody London, Aimee Eng, Shanthi Gonzales, Vice President Nina Senn,
President James Harris

NOES: None

ABSTAINED: Jumoke Hington Hodge, Roseann Torres

ABSENT: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on **December 13, 2017**.

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

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **21st** day of **September 2017**, by and between the Oakland Unified School District ("District" or "Owner") and **Digital Design Communications**, ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Burbank Preschool Fire & Intrusion Alarm**

PROJECT NO.: **07130**

RESOLUTION NUMBER: **1718-0071**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. The Contract Documents:

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents:** Should any question arise concerning the intent, precedence, or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, the following order of precedence shall prevail:
 - (i) District-approved modifications, beginning with the most recent (if any);
 - (ii) The Agreement;
 - (iii) The Special Conditions (if any);
 - (iv) Any Supplemental Conditions (if any);
 - (v) The General Conditions;
 - (vi) The remaining Division 0 documents;
 - (vii) The Division 1 Documents (Specifications – General Conditions);
 - (viii) The Division 2 through Division 32 documents (Technical Specifications);
 - (ix) Figured dimensions;
 - (x) Large-scale drawings;
 - (xi) Small-scale drawings.

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

- 3. Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **90** consecutive calendar days ("Contract Time") commencing **December 14, 2017, and concluding no later than March 24, 2018**, from the date specified in the District's Notice to Proceed. The District shall not

not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
 - **Project Completion: Five Hundred dollars and no cents (\$500.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.**
 - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

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

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

Four hundred seventy thousand, eight hundred eighty dollars and no cents

(\$470,880.00 (Base Contract Amount)

+ \$Six thousand dollars

(\$6,000.00), (Contingency Allowance Amount)

= Four hundred seventy-six thousand, eight hundred eighty dollars and no cents

(\$476,880.00), ("Contract Price")

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

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

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

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



Cesar Monterrosa
Director of Facilities Planning & Management

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

Dated: Dec. 13, 2017

Dated: SEPTEMBER 22, 2017

OAKLAND UNIFIED SCHOOL DISTRICT DIGITAL DESIGN COMMUNICATIONS CONTRACTOR

By: [Signature]

By: [Signature]

Print Name: James Harris

Print Name: VICTOR H. LAMORA

Print Title: President, Board of Education

Print Title: PRESIDENT

By: [Signature]

Print Name: Kyla Johnson-Trammell, Superintendent

Print Title: Secretary, Board of Education

By: [Signature]

Print Name: Joe Dominguez

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

Approved as to Form:

By: [Signature]

Print Name: Marion McWilliams

Print Title: Special Facilities Counsel

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

END OF DOCUMENT



**DIGITAL
DESIGN
COMMUNICATIONS**

November 15, 2017

Oakland Unified School District
955 High Street
Oakland, Ca. 94601

Juanita,

In response to your request for Digital Design Communication's bylaws if we are a corporation, I want to inform you that Digital Design Communications is not a corporation, thus, there are no by-laws needed.

If you need anything else, please let us know.

Thank you,

Victor Zamora
President
Digital Design Communications

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Burbank Elementary School
 Project: Fire & Intrusion
 Project #: 07120
 Estimate: \$404,00.00

Date: Thursday, September 21, 2017
 Time: 2:00 PM
 Project Mgr: Lee Sims
 Architect: Jensen Hughes

Signature of Witness to Bid

Signature of Bid Opener

| | | | |
|---|-------------------------------|-------------------------------------|---|
| Company: Digital Design Communications | Base Bid: \$470,880.00 | Required Day of Bid: | |
| Address: 8135 Capwell Dr | Allowance: \$ 6,000.00 | Signed Bid Form | X |
| City/State: Oakland, CA | TOTAL: \$476,880.00 | Addendum Acknow. | X |
| Phone: 510-632-0650 | Alternates: | Bid Bond | X |
| Fax: 510-632-6999 | | Non-Collusion | X |
| | | Iran Contracting Certification | X |
| | <u>Time Submitted</u> | Site Visit Certification | X |
| | 2:00 PM | Contractor's Sub List | X |
| | | | |
| | <u>Date Submitted</u> | | |
| | 9/21/2017 | | |
| | | | |
| | <u>Time Opened</u> | Required Doc's within 24 hrs | |
| | 2:15 PM | Debarment Suspension & Schd Z | X |
| | | Local Business Participation Form | X |
| | | DVBE Forms/ DIR Numbers | X |

| | | | |
|--------------------|------------------------------|-------------------------------------|--|
| Company: | Base Bid: | Required Day of Bid: | |
| Address: | Allowance: \$6,000.00 | Signed Bid Form | |
| City/State: | TOTAL: | Addendum Acknow. | |
| Phone: | Alternates: | Bid Bond | |
| Fax: | | Non-Collusion | |
| | | Iran Contracting Certification | |
| | <u>Time Submitted</u> | Site Visit Certification | |
| | <u>Date Submitted</u> | Contractor's Sub List | |
| | | | |
| | <u>Time Opened</u> | Required Doc's within 24 hrs | |
| | <u>Date Opened</u> | Debarment Suspension & Schd Z | |
| | | Local Business Participation Form | |
| | | DVBE Forms/ DIR Numbers | |

| | | | |
|--------------------|------------------------------|-------------------------------------|--|
| Company: | Base Bid: | Required Day of Bid: | |
| Address: | Allowance: \$6,000.00 | Signed Bid Form | |
| City/State: | TOTAL: | Addendum Acknow. | |
| Phone: | Alternates: | Bid Bond | |
| Fax: | | Iran Contracting Certification | |
| | | Long Form Pre-Q | |
| | <u>Time Submitted</u> | Site Visit Certification | |
| | <u>Date Submitted</u> | Contractor's Sub List | |
| | | | |
| | <u>Time Opened</u> | Required Doc's within 24 hrs | |
| | <u>Date Opened</u> | Debarment Suspension & Schd Z | |
| | | Local Business Participation Form | |
| | | DVBE Forms/ DIR Numbers | |

| | | | |
|--------------------|------------------------------|-------------------------------------|--|
| Company: | Base Bid: | Required Day of Bid: | |
| Address: | Allowance: \$6,000.00 | Signed Bid Form | |
| City/State: | TOTAL: | Addendum Acknow. | |
| Phone: | Alternates: | Bid Bond | |
| Fax: | | Non-Collusion | |
| | | Iran Contracting Certification | |
| | <u>Time Submitted</u> | Site Visit Certification | |
| | <u>Date Submitted</u> | Contractor's Sub List | |
| | | | |
| | <u>Time Opened</u> | Required Doc's within 24 hrs | |
| | <u>Date Opened</u> | Debarment Suspension & Schd Z | |
| | | Local Business Participation Form | |
| | | DVBE Forms/ DIR Numbers | |

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Digital Design Communications

Project: Burbank ES Fire & Intrusion Alarm

Project #: 07120

Estimate: \$404,000

Date: Thursday, September 21, 2017

Time: 2:00 pm

Project Mgr: Lee Sims

Architect: Jensen Hughes

Based Bid

\$ 470,880.00

| |
|-----------------------------|
| LBU Credit Based on Policy: |
| 50.03% |

Verified Local Business Participation

0.0% \$ -

Based Bid w/ LBP Discount

\$ 470,880.00

This firm does meet the minimum 50% LBU requirement and receives a 2% bid discount toward its based bid

| | LBE | SLB | SLBR | COMMENTS: |
|---|---------------|---------------|--------------|------------------|
| Company: Digital Design Communications | | | | |
| Address: 8135 Capwell Drive | 74.97% | | | 1 |
| City/State: Oakland, CA | | | | 2 |
| Phone: (510) 632-0650 | | | | 3 |
| | | | | 4 |
| Company: UWA Electric, Inc | | | | |
| Address: 2737 Seminary Avenue | | 14.85% | | 1 |
| City/State: Oakland, CA | | | | 2 |
| Phone: (510) 543-6886 | | | | 3 |
| | | | | 4 |
| Company: AMG Management Grp | | | | |
| Address: 3438 Helen Street | | 10.18% | | 1 |
| City/State: Oakland, CA | | | | 2 |
| Phone: (510) 654-8441 | | | | 3 |
| | | | | 4 |
| TOTAL PARTICIPATION | 74.97% | 25.03% | 0.00% | |
| | | | | 100.00% * |

* Total LBU % Prorated

BID FORM AND PROPOSAL

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

From: DIGITAL DESIGN COMMUNICATIONS
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **07130**

PROJECT: Burbank Elementary Fire and Intrusion Alarm Replacement

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

| | | |
|--|--|----------------------|
| <u>4 FOUR HUNDRED AND SEVENTY</u> | dollars | \$ <u>470,880</u> |
| Base Bid Amount | <u>THOUSAND EIGHT HUNDRED AND EIGHTY</u> | |
| <u>Six thousand</u> | dollars | \$ <u>6,000.00</u> |
| Contingency Allowance Amount | | |
| <u>FOUR HUNDRED SEVENTY SIX THOUSAND EIGHT HUNDRED AND EIGHTY</u> | dollars | \$ <u>476,880.00</u> |
| Total Bid Amount | | |
| Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices costs. | | |

Additive/Deductive Alternates:

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

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OAKLAND UNIFIED SCHOOL DISTRICT
Burbank Preschool
Fire and Intrusion Alarm Replacement
Project No. 07130
August 9, 2017

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-2

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

| <u>Item No.</u> | <u>Description</u> | <u>Unit of Measure</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u> |
|-----------------|--------------------|------------------------|---------------------------|---------------------|--|
| 1 | FA DEVICE | EA | 30 | \$1,500 | |
| | | | | \$ 1,500 | \$ 45,000 |
| | | | | \$ 1,500 | \$ _____ |

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

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen Items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date ~~established in the Contract Documents and to complete all work within the time~~ specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

| | |
|----------------------------------|------------------------|
| No. <u>1</u> , Dated <u>9/17</u> | No. _____, Dated _____ |
| No. _____, Dated _____ | No. _____, Dated _____ |
| No. _____, Dated _____ | No. _____, Dated _____ |

10. Bidder acknowledges that the license required for performance of the Work is a C-10 license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions-existent in-the construction-of-the Work-that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 21ST day of SEPTEMBER 20 17

Name of Bidder: DIGITAL DESIGN COMMUNICATIONS

Type of Organization: CONTRACTOR CID

Signed by: [Signature]

Title of Signer: PRESIDENT

Address of Bidder: 8135 CARWELL DR., OAKLAND, CA. 94621

Taxpayer Identification No. of Bidder: 94-3346238

Telephone Number: (510) 632-0650

Fax Number: (510) 632-6999

E-mail: vicmzanora@ddesign.com Web Page: www.ddesign.com

Contractor's License No(s): No.: 785247 Class: C-10 Expiration Date: 10/31/18

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 100002624

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Burbank Preschool
Fire and Intrusion Alarm Replacement
Project No. 07130
August 9, 2017

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-6

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: DIAMOND DESIGN CONSULTANTS
 Project: DIAMOND DESIGN CONSULTANTS
 Estimate: 07130
PRIME PARTICIPATION WORKSHEET

Bid Opening Date:
 Time:
 Project Mgr:
 Architect:

Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid

| Base Bid Dollar Amount | Total Dollar Amount of Work | LBE % | SLB % | SLBR % | City of Oakland Certification No. |
|--|-----------------------------|---------------|---------------|-------------|-----------------------------------|
| \$ 470,880.00 | | | | | |
| PRIME Company: <u>DIAMOND DESIGN CONSULTANTS</u> Address: <u>8135 OAKLAND BLVD.</u> City/State: <u>OAKLAND, CA 94621</u> Phone: <u>(510) 632-0650</u> | \$ 353,080 | 74.98% | | | 6006 |
| Company: <u>LUVA ELECTRIC, INC</u> Address: <u>2737 SERRANO AVE</u> City/State: <u>OAKLAND, CA 94605</u> Phone: <u>(510) 843-6882</u> | \$ 69,900 | | 14.84% | | |
| Company: <u>AMG MANAGEMENT</u> Address: <u>3655 HILTON ST</u> City/State: <u>OAKLAND, CA 94605</u> Phone: <u>(510) 654-8441</u> | \$ 47,950 | | 10.18% | | 5331 |
| Company: Address: City/State: Phone: | \$ | | | | |
| Company: Address: City/State: Phone: | \$ | | | | |
| TOTAL PARTICIPATION | 470,880.00 | 74.98% | 25.02% | 0.0% | 0.0% |

APPROVAL - LBU Compliance Officer

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

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

The undersigned declares:

I am the PRESIDENT of DIGITAL DESIGN COMMUNICATIONS, the party making the foregoing bid.
[Title] [Name of Firm]

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/21/17,
[Date]

at OAKLAND, CA
[City] [State]

Date: 9/21/17

Proper Name of Bidder: DIGITAL DESIGN COMMUNICATIONS

Signature: Victor M. Zamora

Print Name: VICTOR M. ZAMORA

Title: PRESIDENT

END OF DOCUMENT

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

PROJECT/CONTRACT NO. 07120 between Oakland Unified School District ("District") and DIGITAL DESIGN COMMUNICATIONS ("Contractor" or "Bidder") ("Contract" or "Project").


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

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

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

CERTIFICATION:

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

| | |
|--|---|
| Vendor Name/Financial Institution (Printed) <u>DIGITAL DESIGN COMMUNICATIONS</u> | Federal ID Number (or n/a) <u>94-3346238</u> |
| By (Authorized Signature)  | |
| Printed Name and Title of Person Signing <u>VICTOR M. ZAMORA</u> | Date Executed <u>9/21/17</u> |

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
 Burbank Preschool
 Fire and Intrusion Alarm Replacement
 Project No. 07130
 August 9, 2017

IRAN CONTRACTING ACT CERTIFICATION
DOCUMENT 00 45 01

PERFORMANCE BOND (100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Oakland Unified School District** ("District") and **Digital Design Communications**, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Burbank Preschool-Fire and Intrusion Alarm Replacement (Project Name)
("Project" or "Contract")

which Contract dated September 21st, 2017, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and Developers Surety and Indemnity Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Four Hundred Seventy Six Thousand Eight Hundred Eighty Dollars and Zero Cents DOLLARS

(\$ 476,880.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

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

Developers Surety and Indemnity Company

17771 Cowan, Irvine, CA 92614

Attention: Steve Roddie

Telephone No.: (949) 263 - 3300

Fax No.: (949) 756 - 2162

E-mail Address: steve.roddie@amtrustgroup.com

IN WITNESS WHEREOF, two (2) identical counterparts of this Instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 12th day of October, 2017.

Principal

Digital Design Communications

(Name of Principal)


(Signature of Person with Authority)

VICTOR M. ZAMORA
(Print Name)

Surety

Developers Surety and Indemnity Company

(Name of Surety)


(Signature of Person with Authority)

Brad Bahl, Attorney-in-Fact
(Print Name)

R.C. Fischer & Company
(Name of California Agent of Surety)

P.O. Box 8101, Walnut Creek, CA 94596-8101
(Address of California Agent of Surety)

925-932-7823
(Telephone Number of California Agent of Surety)

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

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 Contra Costa

On 10/12/17 before me, Kelly Ritchie, Notary Public, personally appeared Brad Bahl who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she /they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature

Kelly Ritchie



Bond #: 652366P

Premium: Included in Performance Bond

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

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

Burbank Preschool-Fire and Intrusion Alarm Replacement (Project Name)
("Project" or "Contract")

which Contract dated September 21st, 2017, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 *et seq.* of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and Developers Surety and Indemnity Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

Four Hundred Seventy Six Thousand Eight Hundred Eighty Dollars and Zero Cents DOLLARS

(\$ 476,880.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all

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 Contra Costa

On 10/12/17 before me, Kelly Ritchie, Notary Public, personally appeared Brad Bahl who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she /they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature

Kelly Ritchie



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Brad Bahl, Dennis J. Woodard, Gordon J. Fischer, Dennis Sewell, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lanedon*
Mark Lanedon, Vice-President



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 Orange

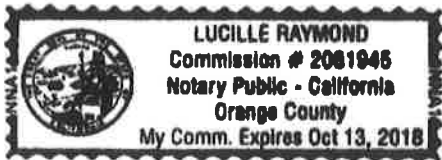
On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lanedon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 12th day of October, 2017.

By: *Cassie J. Barrisford*
Cassie J. Barrisford, Assistant Secretary



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|--|
| <p>Any person or organization, when you and such parties have agreed in writing in a contract or agreement pertaining to "your work" performed during the policy period. This additional insured coverage does not apply to "excluded residential construction". "Excluded residential construction" means:</p> <ul style="list-style-type: none"> a) the ground-up construction of any building whose units will be individually owned and titled; and, b) "your work" performed on the conversion of any building into a condominium or townhome. | |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> | |

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|-----------------------------------|
| <p>Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.</p> | |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> | |

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

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

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

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

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

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

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

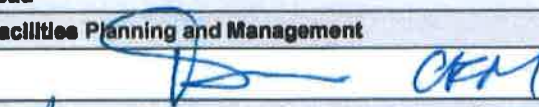

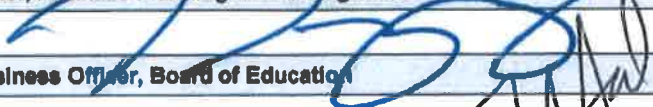

| Project Information | | | |
|---|---|-------------|-----|
| Project Name | Burbank Preschool Fire & Intrusion Alarm Project | Site | 104 |
| Basic Directions | | | |
| Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. | | | |
| Attachment Checklist | <input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider | | |

| Contractor Information | | | |
|---------------------------|---|------------------------------------|---|
| Contractor Name | Digital Design Communications | Agency's Contact | Victor Zamora |
| OUSD Vendor ID # | V050159 | Title | Project Manager |
| Street Address | 8135 Capwell Drive | City | Oakland |
| Telephone | 510-632-0650 | State | CA |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Policy Expires | 1-28-2018 |
| OUSD Project # | 07130 | Worked as an OUSD employee? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

| Term | | | |
|-----------------------------|------------|--|-----------|
| Date Work Will Begin | 12-14-2017 | Date Work Will End By <small>(not more than 5 years from start date)</small> | 3-24-2018 |

| Compensation | | | |
|--------------------------------------|----|-------------------------------------|--------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$476,880.00 |
| Pay Rate Per Hour (if Hourly) | \$ | If Amendment, Changed Amount | \$ |
| Other Expenses | | Requisition Number | |

| Budget Information | | | | |
|--|--------------------|------------|-------------|--------------|
| <i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition</i> | | | | |
| Resource # | Funding Source | Org Key | Object Code | Amount |
| 9399 | Fund 21, Measure B | 1049901890 | 6274 | \$476,880.00 |

| Approval and Routing (in order of approval steps) | | | | |
|--|--|----------------------|----------------|-------------------------|
| Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued. | | | | |
| | Division Head | Phone | 510-535-7038 | Fax 510-535-7082 |
| 1. | Director, Facilities Planning and Management | | | |
| | Signature  | Date Approved | 11/12 11/14/17 | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | |
| | Signature  | Date Approved | 11/16/17 | |
| 3. | Deputy Chief, Facilities Planning and Management | | | |
| | Signature  | Date Approved | | |
| 4. | Senior Business Officer, Board of Education | | | |
| | Signature  | Date Approved | | |
| 5. | President, Board of Education | | | |
| | Signature | Date Approved | | |

RECEIVED BY [unclear] 11/14/17

| Board Office Use: Legislative File Info. | |
|--|------------|
| File ID Number | |
| Introduction Date | 12-12-2018 |
| Enactment Number | |
| Enactment Date | |



AMENDMENT NO. 1 TO
AN AWARD TO BID AGREEMENT

This Amendment amends AN AWARD TO BID AGREEMENT between Oakland Unified School District (OUSD) and Digital Design Communications (Contractor) entered into on 12-13-2017 (OUSD Enactment No. 17-1725). The parties agree to amend that Agreement as follows:

| |
|---|
| <p>1. Services: <input checked="" type="checkbox"/> The scope of work is <u>unchanged</u>. <input type="checkbox"/> The scope of work has <u>changed</u>.</p> <p>If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p align="center"><input type="checkbox"/> <u>Revised scope of work attached.</u> OR <input type="checkbox"/> CONTRACTOR agrees to provide the following amended services:</p> <p>No Change to Scope of work. Amendment is for extension to contract end date. Continue to provide installation services of new Fire Alarm System.</p> |
| <p>2. Term (duration): <input type="checkbox"/> The term of the contract is <u>unchanged</u>. <input checked="" type="checkbox"/> The term of the contract has <u>changed</u>.</p> <p>If the term has changed: The contract term began on <u>12-13-2017</u> and expires on <u>3-24-2018</u>. The parties agree to extend the contract through <u>12-31-2018</u>.</p> |
| <p>3. Compensation: <input checked="" type="checkbox"/> The contract price is <u>unchanged</u>. <input type="checkbox"/> The contract price has <u>changed</u>.</p> <p>If the compensation has changed: The contract price is amended by</p> <p align="center"><input type="checkbox"/> Increase of \$ _____ to original contract amount.</p> <p align="center"><input type="checkbox"/> Decrease of \$ _____ to original contract amount.</p> <p>The new contract total is _____ Dollars (_____)</p> |

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

| No. | OUSD Enactment No. | General Description of Reason for Amendment | Amount of Increase (Decrease) |
|-----|--------------------|---|-------------------------------|
| | | | \$ |
| | | | \$ |
| | | | \$ |

- 6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 7. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

President, Board of Education _____ Date _____
 Superintendent _____
 Chief or Deputy Chief _____

 _____ Date _____
 Secretary, Board of Education

_____ Date _____
 Contractor Signature

 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

| OUSD Internal Routing | | | | |
|---|---|--|-----------------|------|
| Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement. | | | | |
| | | Signature - Approved | Denied - Reason | Date |
| 1. | Administrator/Manager | | | |
| 2. | Resource Manager (if restricted funds) | | | |
| 3. | Network Superintendent/Executive Director | | | |
| 4. | Chief/Deputy Chief | | | |
| 5. | Legal (if increase takes contract above \$90,200) | | | |
| 6. | Superintendent, Board of Education | <i>Signature on the legal contract</i> | | |

| Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds) |
|--|
| Please select: <input type="checkbox"/> Action Item included in Board Approved SPSA (no additional documentation required)—Item Number: _____ <input type="checkbox"/> Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off. <ul style="list-style-type: none"> a. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date. b. Meeting announcement for meeting in which the SPSA modification was approved. c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification. d. Sign-in sheet for meeting in which the SPSA modification was approved. |

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

No change in scope of work. Amendment is for extension to contract end date. Continue to provide installation services for New Fire Alarm system.