

Board Office Use: Legislative File Info.	
File ID Number	24-1259
Introduction Date	6-5-2024
Enactment Number	24-1198
Enactment Date	6/5/2024 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management
Kenya Chatman, Executive Director, Facilities

Board Meeting Date June 5, 2024

Subject Agreement Between Owner and Contractor – Deco Tech Systems, Inc. – Elmhurst Middle School Security Improvement Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Deco Tech Systems Inc., Walnut Creek, CA, for the latter to provide the installation of 24 new Mini-dome cameras, four new multi-sensor cameras, two new panoramic cameras and replace two existing cameras for the Elmhurst Middle School Security Improvement Project, in the total amount of \$164,000.00, which includes a contingency allowance of \$16,000.00, with the work anticipated to commence on June 6, 2024, and required to be completed within ninety days (90), with an anticipated ending date of September 4, 2024.

Discussion Contractor was selected through competitive bidding. (Public Contract Code § 22034).

LBP (Local Business Participation Percentage) 00.0%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Deco Tech Systems Inc., Walnut Creek, CA, for the latter to provide the installation of 24 new Mini-dome cameras, four new multi-sensor cameras, two new panoramic cameras and replace two existing cameras for the Elmhurst Middle School Security Improvement Project, in the total amount of \$164,000.00, which includes a contingency allowance of \$16,000.00, with the work anticipated to commence on June 6, 2024, and required to be completed within ninety days (90), with an anticipated ending date of September 4, 2024.

Fiscal Impact Fund 21 Building Funds Measure Y

Attachments

- Contract Justification Form
- Agreement, Bonds, 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. 24-1259

Department: Facilities Planning and Management

Vendor Name: Deco Tech Systems, Inc.

Project Name: Elmhurst Middle School Security Improvement

Project No.: 24109

Contract Term: Intended Start: June 6, 2024

Intended End: September 4, 2024

Total Cost Over Contract Term: \$164,000.00

Approved by: Preston Thomas

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Deco Tech Systems, Inc., was selected by the District as the lowest responsible and responsive bid.

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

Deco Tech Systems, Inc., will provide the installation of 24 new Mini-dome cameras, four new multi-sensor cameras, and two new panoramic cameras and replace two existing cameras for the Elmhurst Middle School Security Improvement Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

[Empty text box for answer to question 1]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

- 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) – *contact legal counsel to discuss if applicable*

- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **June 6, 2024**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called "OUSD" or the "Owner," and **DECO TECH SYSTEMS, INC.** hereinafter called the "Contractor."

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

ARTICLE I. SCOPE OF WORK.

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

Elmhurst Middle School Security Improvement Project, 1800 98th Avenue, Oakland, CA 94603,

all in strict compliance with the plans, drawings and specifications therefore prepared by,

OUSD, 955 High Street, Oakland, CA. PH: 510-535-7044.

and other Contract Documents relating thereto.

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 COVID-19 and other public health emergencies, 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.

This contract is subject to the District's Project Labor Agreement, dated June 30, 2021, which is available to upload found by going to the OUSD home page: ousd.org > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

ARTICLE II. CONTRACT DOCUMENTS.

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract." The Contractor and its subcontractors must use the Owner's program software COLBI DOCS for projects.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be ninety (90) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **June 6, 2024**, in which case the deadline for Completion would be **September 4, 2024**.

The site for the Contract will not be available to the Contractor for construction on the following dates: N/A. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

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

Accordingly, the parties agree that \$500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that \$500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the

Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

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

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

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

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **ONE HUNDRED SIXTY-FOUR THOUSAND DOLLARS NO/100 (\$164,000.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **SIXTEEN THOUSAND DOLLARS NO/100 (\$16,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such

payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES.

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

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

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

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

ARTICLE VIII. WORKING HOURS.

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

or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS.

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

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

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

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

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and

during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

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

ARTICLE XII. ENTIRE AGREEMENT.

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

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

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

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XV. BINDING EFFECT.

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

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the

State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

ARTICLE XIX. WRITTEN NOTICE.

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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

The Owner is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

CONTRACTOR:

DECO TECH SYSTEMS, INC.

Signature:  _____

Name: David Dickstein

Date: 5/2/2024

(Chairman, Pres., or Vice-Pres. President) _____

Signature  _____

Name: Kelly DeGeest

Date: 5/2/2024

(Secretary, Asst. Secretary, CFO, or Asst. Treasure) Secretary _____

OAKLAND UNIFIED SCHOOL DISTRICT

Benjamin Davis
Benjamin Davis, President, Board of Education

6/6/2024

Date

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

6/6/2024

Date

Preston Thomas
Preston Thomas, Chief Systems & Services Officer,
Facilities Planning and Management

5/10/24
Date

Approved As To Form:

James Traber 5/8/24
OUSD Facilities Legal Counsel Date

862324
CALIFORNIA CONTRACTOR'S
LICENSE NO.

8/31/2025
LICENSE EXPIRATION DATE

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

AGREEMENT TO BE BOUND

Oakland Unified School District,
Project Labor Agreement

The undersigned party confirms that it agrees and assents to comply with and to be bound by the Project, OUSD Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement To Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements, as set forth in Article 17.1, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such Trust Fund(s) and ratifies and accepts the trustees appointed by the parties to such Trust Fund(s). The undersigned party agrees to execute a separate Subscription Agreement(s) when such Trust Fund(s) requires such document(s).

Such assent and obligation to comply with and to be bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party for the ELMHURST MIDDLE SCHOOL SECURITY IMPROVEMENT PROJECT. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement to Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

5/1/2024

Dated



Signature of Authorized Officer

Elmhurst United Middle School Security Improvements

Project Name & Number

David Dickstein, President

Authorized Officer & Title

DecoTech Systems, Inc.

Name of Contractor/Employer(s)

1180 Mt. Diablo Blvd. Suite 300 Walnut Creek, CA 94596

Contractor/Employer(s) Address

862324

CSLB#

(925) 954-1520

Area Code Phone

(925) 954-1521

E-mail and/or Fax

Moor Carrier (CA) Permit Number

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Elmhurst Middle School
 Project: Security Improvement
 Project #: 24109
 Estimate: \$160,000

Date: Wednesday, April 17, 2024
 Time: 2:00 P.M.
 Project Mgr: Kyle Brower
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	Deco Tech Systems, Inc.	Base Bid:	\$148,000.00	Required Day of Bid:	
Address:	1180 Mt. Diablo Blvd. Ste 300	Allowance:	\$16,000.00	Signed Bid Form	X
City/State:	Walnut Creek, CA	TOTAL:	\$164,000.00	Addendum Acknow.	X
Phone:	925-954-1520	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		11:39 AM	4/17/2024	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:16 PM	4/17/2024		
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$16,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$16,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$16,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning and Management
High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of DecoTech Systems, Inc., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Elmhurst United Middle School Security Improvement Project located at 1800 98th Avenue, Oakland, CA (the "Contract")**, The Scope of work consists of Installation of approximately 23 new Mini-dome cameras, 4 new multi-sensor camera, 2 new Panoramic cameras, and replacement of 2 cameras. In addition, 5 attic stocks. The selected vendor will be responsible for installation of all cameras and Milestone programming upon completion. As-Builts are required upon completion.
The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

Bid Amount (Base Bid):

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of:

<u>One Hundred Forty-Eight Thousand</u> Dollars <i>Bid Amount Without Contingency Allowance</i>	\$ <u>148,000.00</u>
<u>Sixteen Thousand</u> Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	\$ <u>16,000</u>
<u>One Hundred Sixty-Four Thousand</u> Dollars <i>Total Base Bid Amount</i>	\$ <u>164,000.00</u>
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

OAKLAND UNIFIED SCHOOL DISTRICT
ELMHURST UNITED MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24109
April 4, 2024

BID FORM
DOCUMENT 00 31 01

Miscellaneous:

The low bid shall be determined as described in the Notice to Bidders.

The undersigned 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>

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

DecoTech Systems, Inc. 1180 Mt Diablo Blvd. Ste 300
Walnut Creek, CA 94596

Our Public Liability and Property Damage Insurance is placed with:

The Hartford

Our Workers' Compensation Insurance is placed with:

Sentinal Insurance Company Ltd

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. <u> 1 </u> Date <u>4/12/24</u>	Addendum No. <u> </u> Date <u> </u>
Addendum No. <u> </u> Date <u> </u>	Addendum No. <u> </u> Date <u> </u>
Addendum No. <u> </u> Date <u> </u>	Addendum No. <u> </u> Date <u> </u>

This bid may be withdrawn in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

{SR799810}2

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

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

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Name of Company as Licensed in California: DecoTech Systems, Inc.

Business Address: 1180 Mt Diablo Blvd. Ste 300, Walnut Creek, CA 94596

Telephone Number: 925-954-1520 x602

California Contractor License No.: 862324

Class and Expiration Date: B, C7, C10 exp. 8/31/2025

Public Works Contractor Registration No.: 1000003634

State of Incorporation, if Applicable: CA

INDIVIDUAL:

Dated: _____, 20__

(Name)

PARTNERSHIP:

{SR799810}3

OAKLAND UNIFIED SCHOOL DISTRICT
ELMHURST UNITED MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24109
April 4, 2024

BID FORM
DOCUMENT 00 31 01

Evidence of authority to bind partnership is attached.


Dated: _____, 20__

(Name)
General Partner

CORPORATION:

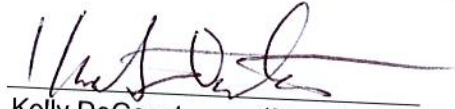
Evidence of authority to bind corporation is attached.

Dated: April 17, 2024



David Dickstein (Name)

President (Chairman, Pres., or Vice-Pres.)



Kelly DeGeest (Name)

Vice President (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 57BSBII9632

KNOW ALL MEN BY THESE PRESENTS:

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

the Elmhurst United Middle School Security Improvement Project located at 1800 98th Avenue, Oakland, CA, (the "Contract"). The Scope of work consists of Installation of approximately 23 new Mini-dome cameras, 4 new multi-sensor camera, 2 new Panoramic cameras, and replacement of 2 cameras. In addition, 5 attic stocks. The selected vendor will be responsible for installation of all cameras and Milestone programming upon completion. As-Builts are required upon completion.

which said agreement dated June 6, 2024, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Hartford Fire Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of One Hundred Sixty-Four Thousand Dollars (\$ 164,000) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

{SR798938} 1

OAKLAND UNIFIED SCHOOL DISTRICT
ELMHURST UNITED MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT. NO.:24109

PAYMENT BOND
DOCUMENT 00 61 01


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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 6th day of May, 2024.

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

By: 
Principal

DecoTech Systems, Inc.

Hartford Fire Insurance Company
Surety

By: 
Attorney-in-Fact

Alexa Perfecto

The above bond is accepted and approved this 6th day of May 2024.

**Please see Attached
CA Notary Certificate**

{SR798938}2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

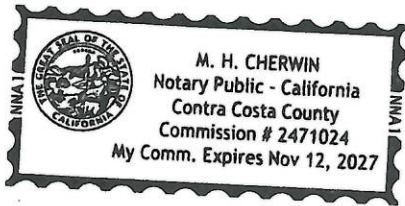
State of California

County of Contra Costa

On May 1, 2024 before me, MHCherwin, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Alexa Perfecto
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

Some of the Companies names below are not licensed in every state



- Hartford Fire Insurance Company**
- Hartford Casualty Insurance Company**
- Hartford Accident and Indemnity Company**
- Hartford Underwriters Insurance Company**
- Twin City Fire Insurance Company**
- Hartford Insurance Company of Illinois**
- Hartford Insurance Company of the Midwest**
- Hartford Insurance Company of the Southeast**

(Designated Company(ies) delineated above by X in box)

One Hartford Plaza, Hartford, Connecticut 06155

Date: 12/22/2023

From:

Bond Department

San Francisco (57)

Subject: Power Of Attorney – Agency Code: 57-101622

To:

NIXON INSURANCE AGENCY
396 CIVIC DRIVE SUITE A
PLEASANT HILL, CA 94523

POA names as of this date:

Christopher Nixon, Alexa Perfecto, Jan Sprague of PLEASANT HILL, California

Unlimited **Bond Signing Authority**

A (Standard) Underwriting Authority

D (None) Underwriting Authority

E (Bulk Reporting) Underwriting Authority

Attached is the following:

Original power for producing pre-printed powers
Do not attach a photocopy (Xerox) or a faxed copy to any bond.

The Power of Attorney (POA) form must be sealed prior to being attached to the bond.

Sent under separate cover directly to the Agency:

_____ **Manually executed power(s) (Wet Powers) to the attention of**

_____ **Company Seal(s) to the attention of**

Additional comments:

Signed Jennifer Salinas

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIXON INSURANCE AGENCY
Agency Code: 57-101622

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Christopher Nixon, Alexa Perfecto, Jan Sprague of PLEASANT HILL, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 6, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 57BSB119632

KNOW ALL MEN BY THESE PRESENTS that we, DecoTech Systems, Inc., as Principal, and Hartford Fire Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of One Hundred Sixty-Four Thousand Dollars (\$ 164,000) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated June 6, 2024, for construction of

the Elmhurst United Middle School Security Improvement Project located at 1800 98th Avenue, Oakland, CA, (the "Contract"). The Scope of work consists of Installation of approximately 23 new Mini-dome cameras, 4 new multi-sensor camera, 2 new Panoramic cameras, and replacement of 2 cameras. In addition, 5 attic stocks. The selected vendor will be responsible for installation of all cameras and Milestone programming upon completion. As-Builts are required upon completion.

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

{SR798942} I

OAKLAND UNIFIED SCHOOL DISTRICT
ELMHURST UNITED MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO.:24109

PERFORMANCE BOND
DOCUMENT 00 61 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 6th day of May, 2024, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)


(Individual Principal)

1180 Mt. Diablo Blvd., #300 - Walnut Creek, CA 94596
(Business Address)


(Affix Corporate Seal)

DecoTech Systems, Inc.
(Corporate Principal)

(Affix Corporate Seal)

Hartford Fire Insurance Company
(Corporate Surety)

One Hartford Plaza - Hartford, CT 06155
(Business Address)

By: 
Alexa Perfecto, Attorney-In-Fact

The rate of premium on this bond is \$15 per thousand.

The total amount of premium charged is \$2,460.

The above must be filled in by Corporate Surety.

**Please see Attached
CA Notary Certificate**

{SR798942}2

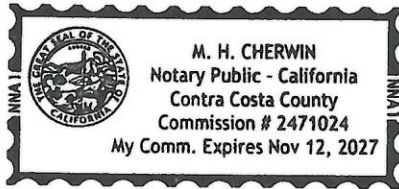
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 May 6, 2024 before me, MHCherwin, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Alexa Perfecto
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.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Some of the Companies names below are not licensed in every state



- Hartford Fire Insurance Company
- Hartford Casualty Insurance Company
- Hartford Accident and Indemnity Company
- Hartford Underwriters Insurance Company
- Twin City Fire Insurance Company
- Hartford Insurance Company of Illinois
- Hartford Insurance Company of the Midwest
- Hartford Insurance Company of the Southeast

(Designated Company(ies) delineated above by X in box)

One Hartford Plaza, Hartford, Connecticut 06155

Date: 12/22/2023

From:

Bond Department

San Francisco (57)

Subject: Power Of Attorney – Agency Code: 57-101622

To:

NIXON INSURANCE AGENCY
396 CIVIC DRIVE SUITE A
PLEASANT HILL, CA 94523

POA names as of this date:

Christopher Nixon, Alexa Perfecto, Jan Sprague of PLEASANT HILL, California

Unlimited **Bond Signing Authority**

A (Standard) Underwriting Authority

D (None) Underwriting Authority

E (Bulk Reporting) Underwriting Authority

Attached is the following:

Original power for producing pre-printed powers
Do not attach a photocopy (Xerox) or a faxed copy to any bond.

The Power of Attorney (POA) form must be sealed prior to being attached to the bond.

Sent under separate cover directly to the Agency:

_____ **Manually executed power(s) (Wet Powers) to the attention of**

_____ **Company Seal(s) to the attention of**

Additional comments:

Signed Jennifer Salinas

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIXON INSURANCE AGENCY

Agency Code: 57-101622

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Christopher Nixon, Alexa Perfecto, Jan Sprague of PLEASANT HILL, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 6, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

BID BOND
DOCUMENT 00 40 00

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
DecoTech Systems, Inc. as Principal and
Hartford Fire Insurance Company as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
10% of contract price Dollars (\$) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of Elmhurst Security PROJECT NO. 24109 in
strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of agreement attached hereto and shall execute and deliver
Performance and Payment Bonds in the forms attached hereto (all properly completed in
accordance with said bid), and shall in all other respects perform the agreement created
by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force
and effect, it being expressly understood and agreed that the liability of the Surety for any
and all default of the Principal hereunder shall be the amount of this obligation as herein
stated.

Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the Contract on the call for bids, or to the
Work to be performed hereunder, or the specifications accompanying the same, shall in
any way affect its obligation under this bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of said Contract or the call
for bids, or to the Work, or to the specifications.

{SR798944} 1

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 15th day of April, 2024, the name and corporate party being hereto affixed and these presents duly signed by its

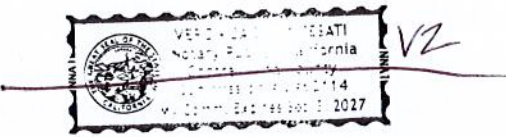
undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)



(Principal)

1180 Mt. Diablo Blvd. - Walnut Creek, CA 94596
(Business Address)



Hartford Fire Insurance Company
(Corporate Surety)

One Hartford Plaza - Hartford, CA 06155
Business Address)

By: Janet Sprague
Janet Sprague, Attorney-In-Fact

Please see Attached
CA Notary Certificate

The rate or premium of this bond is n/a per thousand, the total amount of premium charged, \$ _____.

(The above must be filled in by Corporate Surety).

{SR798944}2

OAKLAND UNIFIED SCHOOL DISTRICT
ELMHURST UNITED MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24109
April 4, 2024

BID BOND
DOCUMENT 00 40 00

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIXON INSURANCE AGENCY
Agency Code: 57-101622

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Christopher Nixon, Alexa Perfecto, Jan Sprague of PLEASANT HILL, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 15, 2024.

Signed and sealed in Lake Mary, Florida.



Keith Dozois

Keith D. Dozois, Assistant Vice President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 04/16/2024 before me, Veronica Delia Zesati, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Janet Lynn Sprague
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 Veronica Zesati
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

PROJECT: Elmhurst Unified Middle School Security Improvements (Project Name)
PROJECT NO: 24109 BIDDER'S NAME DecoTech Systems, Inc.
DIR 10 Digit Registration No: 1000003634

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E),

OAKLAND UNIFIED SCHOOL DISTRICT
ELMHURST UNITED MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24109
April 4, 2024

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Elmhurst United Middle School Security Improvement

The undersigned declares:

I am the President of Deco Tech Systems, Inc., the party making the foregoing bid or proposal ("Bid").

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 or proposer ("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 or proposing ("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 April 17, 2024, at Walnut Creek [city], CA [state].


Signature

David Dickstein
Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
ELMHURST UNITED MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24109
April 4, 2024

NON-COLLUSION
DOCUMENT 00 40 03

SUFFICIENT FUNDS DECLARATION

DOCUMENT 00 11 13

(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: Elmhurst United Middle School Security Improvement Project

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

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on April 17 2024, at Walnut Creek *[city]*,
CA *[state]*.

Date: 4/17/2024



Signature

Print Name: David Dickstein

Print Title: President

OAKLAND UNIFIED SCHOOL DISTRICT
ELMHURST UNITED MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24109
April 4, 2024

SUFFICIENT FUNDS DECLARATION
DOCUMENT 00 11 13

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS**
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code section 45125.2, and if such an entity is not compliant with Section 45125.2, then it must comply with Section 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 you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, 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. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 4/17/2024


Signature

Name: David Dickstein

Title: President

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)
DOCUMENT 00 40 04
(To be Executed by Bidder and Submitted With Bid)

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

OPTION #1 - CERTIFICATION

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

<i>Bidder Name/Financial Institution (Printed)</i> DecoTech Systems, Inc.		<i>Federal ID Number (or n/a)</i> 68-0424937
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> David Dickstein, President		
<i>Date Executed</i> 4/17/2024	<i>Executed in</i> Walnut Creek, CA	

OPTION #2 – EXEMPTION

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
ELMHURST UNITED MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24109
April 4, 2024

IRAN CONTRACTING
DOCUMENT 00 40 04

{SR798838}

April 16, 2024

QUESTIONNAIRE REGARDING
QUALIFICATIONS AND EXPERIENCE
DOCUMENT 00 21 00

1. All information on the prequalification application submitted to Oakland Unified School District and dated March 5, 2024 remains the same, no changes. Approval letter from Oakland Unified School District is dated August 17, 2023 and valid through August 17, 2024.
2. References and project information has been supplied on the prequalification application.
3. No contracts identified in the prequalification application has had any delayed dates in completion.
4. No contracts have had a Civil Wage and Penalty Assessment or Determination of Civil Penalty assessed.
5. N/A
6. N/A
7. None



David Dickstein, President

4/17/2024

Date

August 17, 2023

Mr. David Dickstein
DecoTech Systems, Inc.
1180 Mt Diablo Blvd., Suite #300
Walnut Creek, CA 94596

Re: Oakland Unified School District
Contractor Prequalification
Pursuant to the Public Contract Code. Section 20111.6

Dear Mr. Dickstein,

This letter serves as notice that **DecoTech Systems, Inc.**, is pre-qualified as a certified **Non-Local Prime Contractor**, to bid on Oakland Unified School District Capital Improvement and Public Works Projects on the basis of your response to "Oakland Unified School District - Mandatory Prequalification for Prospective Bidders on State Funded Projects Pursuant to Public Contract Code section 20111.6". Contractor shall be prequalified for a period of one year from the date of this letter.

Sincerely,



Kenya Chatman
Executive Director of Facilities

cc: Juanita Hunter, Bid Coordinator
La Juana Lewis, Admin. Assistant

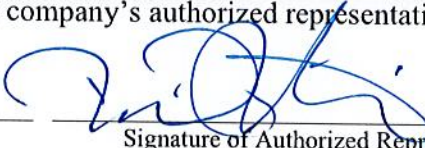
SCHEDULE Z
DOCUMENT 00 52 00

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
DecoTech Systems, Inc.			
Company Name		Signature of Authorized Representative	
1180 Mount Diablo Blvd. Walnut Creek, CA 94596		David Dickstein	
Address		Type or Print Name	
925	954-1520	4/17/2024	David Dickstein
Area Code	Phone	Date	Type or Print Name

END OF DOCUMENT

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: **Elmhurst United Middle School Security Improvement**

Check option that applies:

I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.


I certify that Eric Rice (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 4/17/2024

Proper Name of Bidder: DecoTech Systems, Inc.

Signature: 

Print Name: David Dickstein

Title: President

END OF DOCUMENT



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2023 06/30/2024

Contractor Information

Contractor Name: DECOTECH SYSTEMS, INC.

Trade Name:

License Type Number: 1000003634

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Province: WALNUT CREEK

Province:

Physical Business Address: 1180 MT. DIABLO BLVD. Suite 300

Physical Business State: CA

Physical Business Postal Code: 94596

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: WALNUT CREEK

Mailing Address: 1180 MT. DIABLO BLVD. Suite 300

Mailing State: CA

Mailing Postal Code: 94596

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: davidd@decotech.com

Applicant's Email: dianep@decotech.com

ADDENDUM NO. 1

April 12, 2024

Elmhurst Middle School Site Improvement Project OAKLAND UNIFIED SCHOOL DISTRICT

OUSD PROJECT NUMBER 24109

Oakland Unified School District
Facilities Planning & Management
955 High Street, Oakland, CA 94601

The following changes, additions, modifications, and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No 1:

Description: The following changes shall be incorporated into this project by this Addendum.

Added Scope:

1. Upgrade of existing Aiphone door entry intercom system including Cisco CP-8865 Desk Station, IX-DVF Video Door Station shall be owner furnished contractor installed. Assa Abloy HES 9600 electric door strike, IXW-MA network relay, power supplies, conduit, wiring, training, and programming to include integration into Cisco Call Manager and Milestone XProtect Surveillance camera software.
2. One added Hanwha Wisenet QNV-8080R Mini-dome camera.

Other Changes:

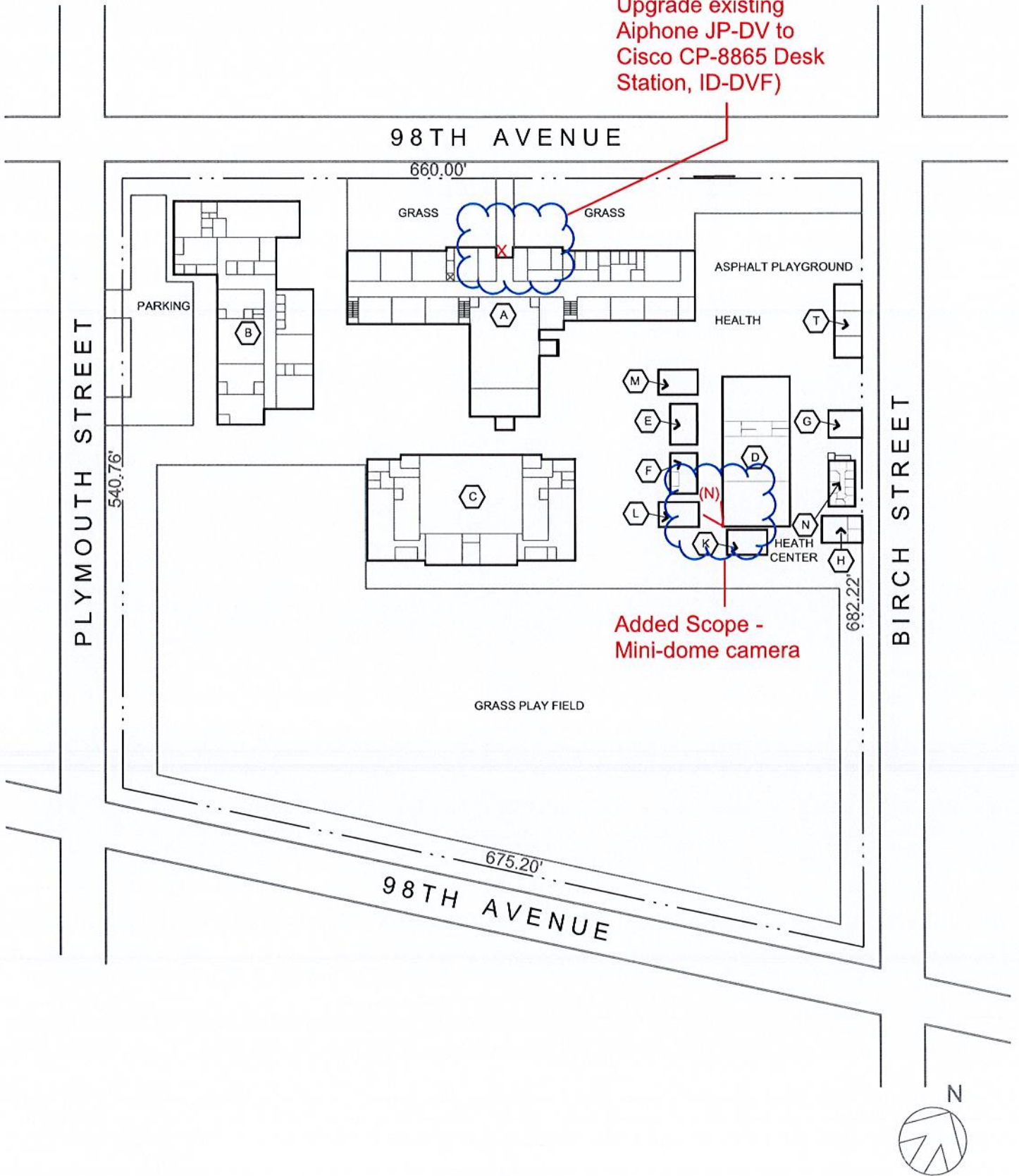
1. The Construction Estimate is revised to \$160,000.00
2. The Construction Contingency is revised to \$16,000.00

See attached diagram for reference.

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON
THE FORM OF PROPOSAL

End of Addendum No. 1

Added Scope:
Upgrade existing
Aiphone JP-DV to
Cisco CP-8865 Desk
Station, ID-DVF)



SITE PLAN

202 - ELMHURST MIDDLE SCHOOL

1800 98TH AVE, OAKLAND, CA 94603-2702



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students



Date: 1/18/2013

Scale: 1"=120'-0"

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN
BUSINESS ENTERPRISE PARTICIPATION**

DOCUMENT 00 41 00

To be completed by the Prime Bidder

PAGE 1 OF 2

PART I – IDENTIFICATION INFORMATION		
BIDDER'S NAME DecoTech Systems, Inc.	BUSINESS ADDRESS 1180 Mount Diablo Blvd. Walnut Creek, CA 94596	TELEPHONE NUMBER 925-945-1520
SCHOOL DISTRICT Oakland Unified School District	COUNTY Alameda	APPLICATION NO.
<p>PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.</p> <p>NOTE: <i>Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.</i></p>		
YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).</i>	
B. <input checked="" type="checkbox"/> <i>is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
C. <input type="checkbox"/> <i>is not Disabled Veteran owned</i>	<i>will use DVBE subcontractors/suppliers for at least 3 percent of this contract</i>	
D. <input type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>

Note: An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL – Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed.

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation. D. Enter the dollar amount of the bid/proposal to be performed by non-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) non-DVBE dollar participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers. E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.
- C. Enter the total of Lines A and B for each column.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1. P.T.S.	\$4,920.00					
2.						
3.						
4.						
C. Subtotal (A & B)	\$4,920.00					
D. Non-DVBE	\$159,080.00					
E. Total Bid	\$164,000.00					

AGREEMENT TO BE BOUND

Oakland Unified School District,
Project Labor Agreement

The undersigned party confirms that it agrees and assents to comply with and to be bound by the Project, OUSD Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement To Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements, as set forth in Article 17.1, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such Trust Fund(s) and ratifies and accepts the trustees appointed by the parties to such Trust Fund(s). The undersigned party agrees to execute a separate Subscription Agreement(s) when such Trust Fund(s) requires such document(s).

Such assent and obligation to comply with and to be bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party for the ELMHURST MIDDLE SCHOOL SECURITY IMPROVEMENT PROJECT. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement to Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

Dated

Project Name & Number

Signature of Authorized Officer

Authorized Officer & Title

Name of Contractor/Employer(s)

Contractor/Employer(s) Address

CSLB#

Area Code Phone

E-mail and/or Fax

Moor Carrier (CA) Permit Number

NOTICE TO BIDDERS - ELMHURST UNITED MIDDLE SCHOOL SECURITY IMPROVEMENT PROJECT

THUY

Search for all messages with label THUY

Remove label THUY from this conversation



Juanita Hunter <juanita.hunter@ousd.org>

Wed, Apr
3,
10:09 AM

to David, estrong, lori.smith, rebecca@becielectric.com, Leo, Rafael, Christopher, georgear, Karen, aj

Hello prospective bidders,

The District is inviting certified firms to submit a bid for the project mentioned above. I have attached the bid invitation for your reference if you are interested.

Best regards,

*Juanita Hunter, Specialist, Facilities Contracts & Bids
Facilities Planning & Management
955 High Street, Oakland, CA 94601
P 510-535-7044, F 510-535-7040
OUSD "Education Matters"*
One attachment • Scanned by Gmail

Memorandum:

Date: September 21, 2023

To: Kenya Chatman, Colland Jang

CC: David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Tiffany Knuckles

From: Blake Brown

Memo Re: LBU Modification -Waiver Request - Data Center Relocation Project

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

An availability analysis has been conducted for NAICS codes: 484210 (**Moving Companies**) and 541512 (**Computer Systems Design**), to determine the availability of certified firms to meet local business utilization on projects. We identified 25+ Oakland-based firms that may be eligible to meet the District's local business requirements and conducted outreach to verify scope, capacity, and interest. In our outreach, there were 0 firms with qualifiable certification per District requirements, that responded and identified capable of providing services. Based on our analysis, it is determined that due to the limited availability of local certified firms specializing in engineering services, it is recommended that the District waive the entire 50% LBU requirement for the following scope/project(s):

- **NAICS:** 484210 (Moving Companies) ,541512 (Computer Systems Design)
- **Specialized Scope:** Data relocation and reinstallation

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Blake Brown



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Elmhurst Middle School Security Improvement Project	Site	229
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Basic Directions

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

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

Contractor Name	DecoTech Systems, Inc.	Agency's Contact	David Dickstein		
OUSD Vendor ID #	001325	Title	Owner		
Street Address	1180 Mt. Diablo Blvd.	City	Walnut Creek	State	CA
Telephone	925-954-1520	Policy Expires	Zip	94596	
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	24109				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-6-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	9-4-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$164,000.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9657/9000	Fund 21 Measure Y	210-9657-0-9000-8500-6274-229-9180-9906-9999-24109	6274	\$164,000.00

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	Signature	<i>[Signature: H. Chatman]</i>		
		Date Approved	5/10/2024		
2.	General Counsel, Facilities	Signature	<i>[Signature: James Traber]</i>		
		Date Approved	5/8/24		
3.	Chief Systems & Services Officer, Facilities Planning and Management	Signature	<i>[Signature: P. ...]</i>		
		Date Approved	5/10/24		
4.	Chief Financial Officer	Signature			
		Date Approved			
5.	President, Board of Education	Signature			
		Date Approved			