

Board Office Use: Legislative File Info.	
File ID Number	22-2261
Introduction Date	10/26/2022
Enactment Number	22-1759
Enactment Date	10/26/2022 os



Memo (Bid Award)

To Board of Education

From Sondra Aguilera, Acting Superintendent
Tadashi Nakadegawa, Deputy Chief, Division of Facilities and Management

Board Meeting Date October 26, 2022

Subject Agreement Between Owner and Contractor – Competitively Bid – Collins Electrical Company, Inc. – Westlake Middle School Intrusion Alarm Project - Division of Facilities Planning and Management

Action Requested Award by the Board of Education of Agreement Between Owner and Contractor by and between the **District and Collins Electrical Company, Inc.**, Stockton, California, for the latter to provide Intrusion Alarm Project with work consists of but is not limited to provide all required equipment, raceways, conduits, wire junction boxes, connections, programming, and testing for a complete intrusion alarm system. This system shall comply with the project inspections, design drawings, and Oakland Unified School District (OUSD) intrusion alarm standards for the **Westlake Middle School Intrusion Alarm Project**, in the amount of **\$1,560,000.00**, which includes a contingency allowance of **\$160,000.00** as the lowest responsive bidder, with work anticipated to commence on **October 27, 2022**, and scheduled to last for one hundred eighty (180) days, with an anticipated ending of **April 24, 2023**.

Discussion The scope of work of the contract consists of the Westlake Middle School Intrusion Alarm Project. Contractor was selected through competitive bidding. (Public Contract Code§22037).

LBP (Local Business Participation Percentage) 57.14%

Recommendation Award by the Board of Education of Agreement Between Owner and Contractor by and between the **District and Collins Electrical Company, Inc.**, Stockton, California, for the latter to provide Intrusion Alarm Project with work consists of but is not limited to provide all required equipment, raceways, conduits, wire junction boxes, connections, programming, and testing for a complete intrusion alarm system. This system shall comply with the project inspections, design drawings, and Oakland Unified School District (OUSD) intrusion alarm standards for the **Westlake Middle School Intrusion Alarm Project**, in the amount of **\$1,560,000.00**, which includes a contingency allowance of **\$160,000.00** as the lowest responsive bidder, with work anticipated to commence on **October 27, 2022**, and scheduled to last for one hundred eighty (180) days, with an anticipated ending of **April 24, 2023**.

Fiscal Impact

Fund 25, Capital Facilities Fund

Attachments

- Contract Justification Form
- Agreement, including Exhibits 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. 22-2261

Department: Facilities Planning and Management

Vendor Name: Collins Electrical Company, Inc.

Project Name: Westlake Middle School Intrusion Alarm Project

Project No.: 21102

Contract Term: Intended Start: October 27, 2022

Intended End: April 24, 2023

Total Cost Over Contract Term: \$1,560,000.00

Approved by: Tadashi Nakadegawa

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?

Collins Electrical Company, 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.

Collins Electrical Company, Inc., latter to provide Intrusion Alarm Project with work consists of but is not limited to provide all required equipment, raceways, conduits, wire junction boxes, connections, programming, and testing for a complete intrusion alarm system. This system shall comply with the project inspections, design drawings, and Oakland Unified School District (OUSD) intrusion alarm standards for the Westlake Middle School Intrusion Alarm.

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?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

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

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **October 27, 2022**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **COLLINS ELECTRICAL COMPANY, 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

**Westlake Middle School Intrusion Alarm Project, located at
2629 Harrison Street, Oakland, California, 94612,**

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

**Oakland Unified School District, 955 High Street, Oakland, CA, 94601,
PH: 510-535-2728,**

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

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 **one hundred eighty (180)** 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 **October 27, 2022**, in which case the deadline for Completion would be **April 24, 2023**.

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 MILLION FIVE HUNDRED SIXTY THOUSAND DOLLARS 00/100 (\$1,560,000.00)** 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 **ONE HUNDRED SIXTY THOUSAND DOLLARS 00/100 (\$160,000.00)** 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 amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from 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.

Agreement Over \$60,000 – Collins Electrical Company, Inc. – Westlake Middle School Intrusion Alarm Project - \$1,560,000.00

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 \$2,000,000 per accident for bodily injury and property damage combined single limit.

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

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

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

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

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

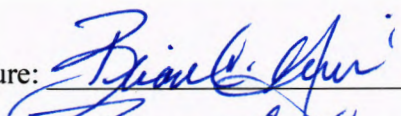
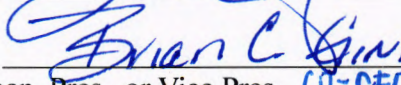
ARTICLE XVII. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by

written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.

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


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


CONTRACTOR:
COLLINS ELECTRIC COMPANY, INC.

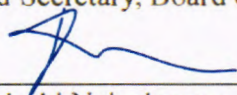
Signature:  10/4/22
Date
Name: 
Chairman, Pres., or Vice Pres. CEO

Signature: _____ Date _____
Name: _____
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) _____

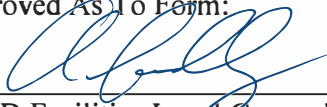
OAKLAND UNIFIED SCHOOL DISTRICT

 10/27/2022
Gary Yee, President, Board of Education Date

 10/27/2022
Sondra Aguilera, Acting Superintendent Date
and Secretary, Board of Education

 10/3/2022
Tadashi Nakadegawa, Deputy Chief Date
Facilities Planning & Management

Approved As To Form:



OUSD Facilities Legal Counsel

9/30/22

Date

115427
CALIFORNIA CONTRACTOR'S
LICENSE NO.

6/30/2024
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.

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Westlake Middle School
 Project: Intusion Alarm
 Project #: 21102
 Estimate: \$1.6M

Date: Thursday, September 8, 2022
 Time: 2:00 P.M.
 Project Mgr: John Esposito
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company: RMS Life Safety	Base Bid: \$1,397,000.00			Required Day of Bid:
Address: 2698 Junipero Ave, Ste 107	Allowance: \$160,000.00			Signed Bid Form X
City/State: Signal Hill, CA 90755	TOTAL: \$1,557,000.00			Addendum Acknow. X
Phone: 855-760-1822	Alternates:			Bid Bond X
Fax: 805-435-1647				Non-Collusion X
NON RESPONSIVE		<u>Time Submitted</u>	<u>Date Submitted</u>	Iran Contracting Certification X
		1:03 PM	9/8/2022	Site Visit Certification X
				Contractor's Sub List X
				Debarment Suspension & Schd Z X
				Local Business Participation Form X
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms X
		2:15 PM	9/8/2022	
<hr/>				
Company: Collins Electrical Company, Inc.	Base Bid: \$1,400,000.00			Required Day of Bid:
Address: 3412 Metro Drive	Allowance: \$160,000.00			Signed Bid Form X
City/State: Stockton, CA	TOTAL: \$1,560,000.00			Addendum Acknow. X
Phone: 209-466-3691	Alternates:			Bid Bond X
Fax: 209-466-3146				Non-Collusion X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Iran Contracting Certification X
		1:02 PM	9/8/2022	Site Visit Certification X
				Contractor's Sub List X
				Debarment Suspension & Schd Z X
				Local Business Participation Form X
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms X
		2:15 PM	9/8/2022	
<hr/>				
Company:	Base Bid:			Required Day of Bid:
Address:	Allowance: \$160,000.00			Signed Bid Form
City/State:	TOTAL:			Addendum Acknow.
Phone:	Alternates:			Bid Bond
Fax:				Non-Collusion
		<u>Time Submitted</u>	<u>Date Submitted</u>	Iran Contracting Certification
				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
<hr/>				
Company:	Base Bid:			Required Day of Bid:
Address:	Allowance: \$160,000.00			Signed Bid Form
City/State:	TOTAL:			Addendum Acknow.
Phone:	Alternates:			Bid Bond
Fax:				Non-Collusion
		<u>Time Submitted</u>	<u>Date Submitted</u>	Iran Contracting Certification
				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



Oakland Unified School District
L/SL/RBE Verification
Calculations & Analysis Worksheet

Site: Westlake Middle School

Project Name: Intrusion - ReBid
Project Number: 21102

Prime	Subcontractor	L/SL/RBE Status	Proposed L/SL/RBE Contract Amount	Proposed Contract %	50% LBU Requirement Met	LBU Bid Discount (% and Dollar Amount)	Notes					
RMS Life Safety	RMS	n/a	\$0.00	0.00%	NO							
	Digital Design Communications	LBE	\$499,000.00	22.67%								
	Bay Construction Company	SLBE	\$305,000.00	13.86%								
Total Proposed Contract Amount:				\$1,397,000.00								
Total Proposed LBU Participation:			\$2,201,000.00	36.53%		0.00%	SLBE %	13.86%	SLRBE %	0.00%	LBE %	22.67%
Base Bid (With Discount)			\$1,397,000.00			\$0.00	This firm does not meet the minimum OUSD LBU requirements.					
Collins Electrical Company, Inc.	Collins Electrical Company Inc	n/a	\$0.00	0.00%	YES							
	Digital Design Communications	LBE	\$450,000.00	32.14%								
	Light Frame Construction	SLBE	\$350,000.00	25.00%								
Total Contract Amount:				\$1,400,000.00		2.00%						
Total Proposed LBU Participation:			\$800,000.00	57.14%		\$16,000.00	SLBE %	25.00%	SLRBE %	0.00%	LBE %	32.14%
Base Bid (With Discount)			\$784,000.00				This firm meets the minimum OUSD LBU requirements.					

LBU Justification



LBU Requirement: The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize up to 25% LBE participation.



LBU Reduction - Based on the availability analysis conducted for this specific RFP/Q, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFP/Q and can be met with a 50% LBE participation.



LBU Complete Waiver - The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or LBE requirement for this contract.

Non Responsive: Based on the LBU Participation Worksheet, the Compliance Team finds the following firms nonresponsive and ineligible for contract award.

Responsive: Based on the LBU Participation Worksheet, the Compliance Team finds the following firms responsive and eligible for contract award.

RMS Life Safety

Collins Electrical Company, Inc.



BID FORM
DOCUMENT 00 31 01

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

Dear Board Members:

The undersigned, doing business under the firm name of **Collins Electrical Company, 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 Westlake Middle School Intrusion Alarm Project, 2629 Harrison Street, Oakland, CA 94612 (the “Contract”), Project No. 21102, Scope of work consists of but not limited to provide all required equipment, raceways, conduits, wire, junction boxes, connections, programming, and testing for a complete intrusion alarm system. This system shall comply with the project inspections, design drawings, and OUSD intrusion alarm standards. Contractors are required to provide rates for 1st shift (day shift) and also the second shift (swing shift). The contractor is allowed to work 1st shift the entire summer. As of, August 8th first day of school they will need to work the second shift only. (the “Contract”).

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, CA 94601

Bid Amount (Base Bid):

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

<u>One Million, Four Hundred Thousand, and 00/100</u> Dollars <i>Bid Amount</i>	<u>\$ 1,400,000.00</u>
<u>One Hundred Sixty Thousand</u> <i>Dollars</i> <i>Contingency Allowance</i>	<u>\$160,000.00</u>

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
INTRUSION ALARM
PROJECT NO. 21102

BID FORM
DOCUMENT 00 31 01

WESTLAKE MIDDLE SCHOOL
 INTRUSION ALARM
 PROJECT NO. 21102

PROJECT NO.:21102

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Collins Electrical Company, Inc.**
 Project: **Westlake Middle School Intrusion Alarm**
 Project #: **21102**
 Estimate: **Collins # 22DUB025**

Bid Opening Date: **September 08, 2022**
 Time: **2pm**
 Project Mgr: **John Esposito**
 Architect: **Jensen Hughes**

Base Bid Dollar Amount	\$ 1,400,000.00	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: Collins Electrical Company, Inc. Address: 3412 Metro Drive City/State: Stockton, CA 95215 Phone: (209) 466-3691	\$ 600,000.00				
Company: Digital Design Communications Address: 8128 Capwell Dr. City/State: Oakland, CA 94621 Phone: (510) 632-0650	\$ 450,000.00	32.14%			Port of Oakland #8889-20
Company: Light Frame Construction, Inc. Address: 22 Moss Ave. Suite 108 City/State: Oakland, CA 94610 Phone: (510) 715-0025	\$ 350,000.00		25.00 %		City of Oakland #7311
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	50.0%

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be included with bid form at the time of bid opening.

<p>One Million, Five Hundred Sixty Thousand and 00/100 Dollars</p> <hr/> <p><i>Total Base Bid Amount</i></p> <p><i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i></p>	<p>\$ 1,560,000.00</p>
---	-------------------------------

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>

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, 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 specifications and bid as accepted.

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:

3412 Metro Drive
Stockton, CA 95215

Our Public Liability and Property Damage Insurance is placed with:

Zurich American Insurance Company

Our Workers' Compensation Insurance is placed with:

Zurich American Insurance Company

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. 1 Date 7/22/22 Addendum No. 2 Date 7/29/22
Addendum No. Date Addendum No. 3 Date 8/11/22
Addendum No. Date Addendum No. Date

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

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid 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: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.


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.

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
INTRUSION ALARM
PROJECT NO. 21102

BID FORM
DOCUMENT 00 31 01

Print or Type Name: Brian C. Gini

Title: Co - Chief Executive Officer

Signature: 

Name of Company as Licensed in California: Collins Electrical Company, Inc.

Business Address: 3412 Metro Drive Stockton, CA 95215

Telephone Number: 209-466-3691

California Contractor License No.: 115427

Class and Expiration Date: A, B, C-10 & C-31

Public Works Contractor Registration No.: 1000000184

State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: _____, 20__

(Name) _____ Signature _____

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: _____, 20__

(Name) _____ Signature _____
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: **September 08** 20**22**

(Name) **Brian C. Gini, Co - Chief Executive Officer**
(Chairman, Pres, or Vice-Pres. **Eugene C. Gini, Chariman of the Board**
Kevin E. Gini, Co Chief Executive Officer
Craig J. Gini, Vice President

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
INTRUSION ALARM
PROJECT NO. 21102

BID FORM
DOCUMENT 00 31 01

(Name) **Leticia Parises**

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) **Secretary-Treasurer**

**OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
INTRUSION ALARM
PROJECT NO. 21102**

**BID FORM
DOCUMENT 00 31 01**

ADDENDUM NO. 1

July 22, 2022

**Westlake Middle School Intrusion Alarm Project
OAKLAND UNIFIED SCHOOL DISTRICT**

OUSD PROJECT NUMBER 21102

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

Q & A –Responses to Bidder Questions

See attachment from Jensen Hughes

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

End of Addendum No. 1

Addendum to the Bid Documents

Addendum No.: 1

May 23, 2022

Project Name: Westlake Middle School, Intrusion Alarm Replacement

Project Address: 2629 Harrison Street
Oakland, CA

1.0 Clarifications

None this addendum.

2.0 Specifications

None this addendum.

3.0 Drawings

None this addendum.

4.0 Response to Bidder Questions

1. Question: The scope of work in drawing IA0.1 doesn't call out for demolition of existing system after the new system has been approved, is demolition part of a separate project?

Response: Reference specification 281600 Section 1.4(A)(12) Scope of work.

"Remove all existing unused equipment, conduit, and wires and repair or refurbish remaining construction to match existing condition to the Owner's satisfaction. Existing devices are shown on the demolition drawings however, some existing equipment may not be shown. The Contractor shall remove all unused existing equipment whether it is shown or not."

1220 Concord Avenue, Suite 400
Concord, CA 94520
O: +1-925-938-3550

2. Question: In areas of Main Building and Portables with T-bar, will conduit be exposed or above T-bar?

Response: Reference sheets IA1.1, IA1.2, IA1.3, IA1.4, IA1.5, IA1.6, IA1.7 and IA1.8 General Notes 2 and 3.

General Note 2 – Install all conduit concealed above existing accessible ceilings.

General Note 3 – In areas where there is no ceiling, or existing ceiling is not accessible, install conduit surface-mounted. Paint all exposed conduits to match the existing surrounding surface.

3. Question: From the point list called out in drawing IA0.2, are point 9 through 13 already provided by JCO or do we have to include an allowance for JCI to do this work?

Response: Points 9 through 13 exist are existing Popit modules that are interfaced with the existing campus fire alarm system. The intent is to connect the existing Popit modules (points 9 through 13) to the new Bosch intrusion alarm panel. JCI's involvement is anticipated to be limited to operating the fire panel for testing these five points.

4. Question: Drawing IA1.0 for the site plan shows the underground pathway getting the Gym on the east side, which involves going around the concrete stairs then through the door to reach the east side of the Gym. Please see attached picture, is it OK to make a straight pathway getting to the Gym in the south side, rather than the east side?

Response: The new underground pathway shown on sheet IA1.0 between the Gym and the Main Building is the shortest pathway between buildings. Jensen Hughes has no objection to an alternate pathway that would simplify the work.

End of Addendum No. 1

Addendum to the Bid Documents

Addendum No.:	2	July 29, 2022
Project Name:	Westlake Middle School, Intrusion Alarm Replacement	
Project Address:	2629 Harrison Street Oakland, CA	

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 requirements thereof, as if originally specified and/or shown.

1.0 Clarifications

None this addendum.

2.0 Specifications

None this addendum.

3.0 Drawings

Sheet IA1.0 – Revised Trench detail to indicate minimum 24” cover.

Sheet IA1.1 – Relocate intrusion alarm equipment from Custodial room to Supplies Room

13A. Sheet IA1.1 – Relocate Fire Keypad adjacent to the existing FACU.

4.0 Response to Bidder Questions

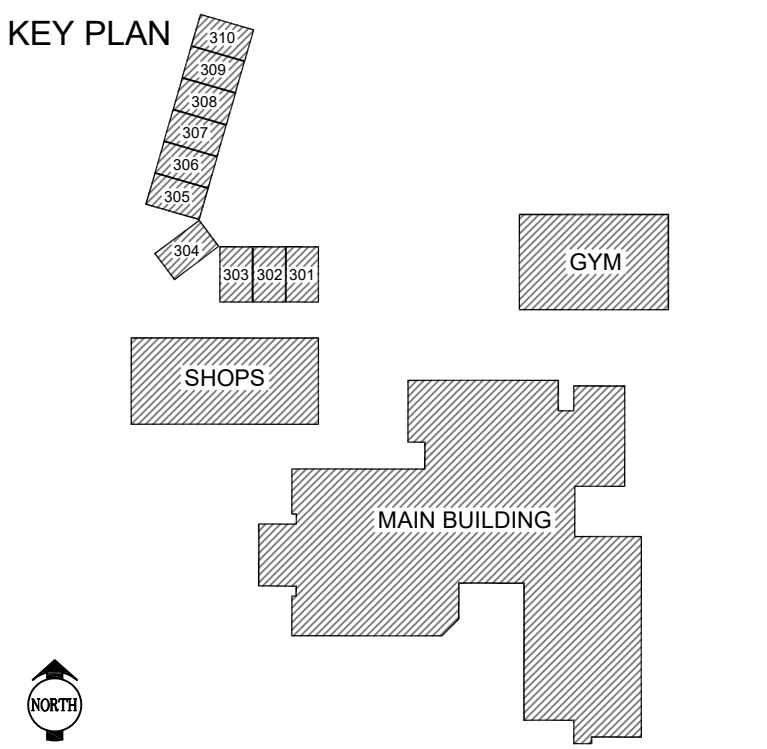
- ïð Question: Bidder’s requested a Hazmat report for the buildings.
Response: The District intends to engage ACC Environmental to proceed with a survey of the school.
- ïð Question: Clarify the minimum depth of cover detail #2 shown on IA1.0.
Response: Comply with California Electrical Code Table 300.5. Provide minimum 24” cover.

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

End of Addendum No. 2

1220 Concord Avenue, Suite 400
Concord, CA 94520
O: +1-925-938-3550

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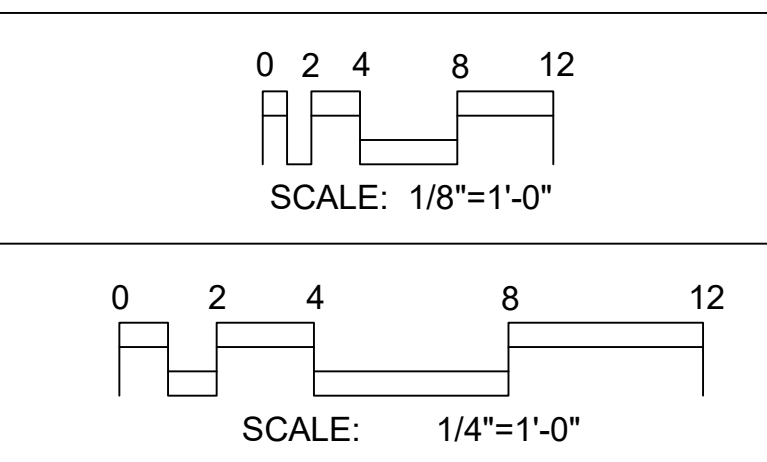


NO.	DESCRIPTION	DATE

SHEET TITLE

INTRUSION ALARM SITE PLAN

JENSEN HUGHES PROJECT NO.	10DMS21007
FILE NAME	IA1.0 Plans.dwg
DATE	04-MAR-2022
SCALE	AS INDICATED
DESIGNER	DMS
REVIEWER	DC



LEGEND

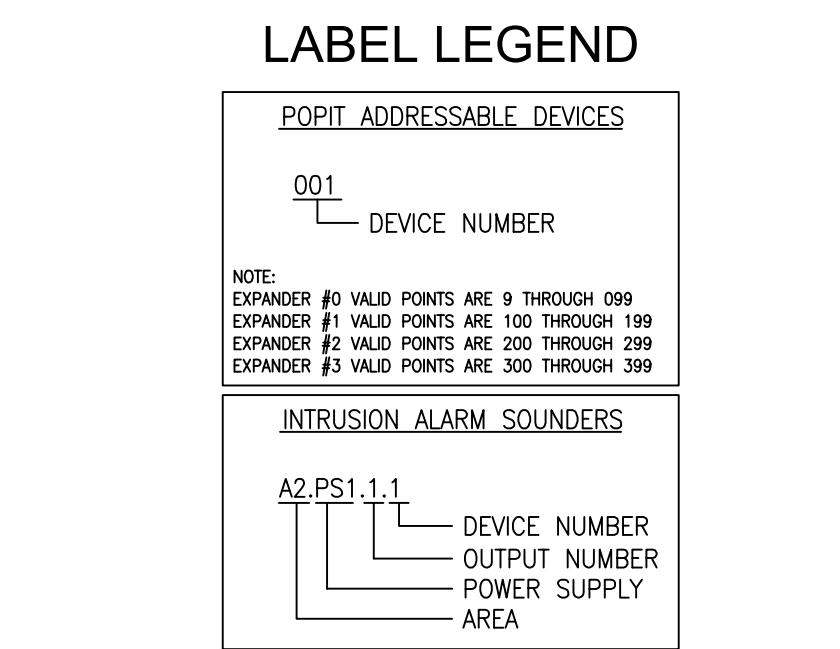
SYMBOL	DESCRIPTION
[IACP]	COMBINATION INTRUSION ALARM CONTROL PANEL AND FIRE ALARM DACT
[SPS]	SYSTEM POWER SUPPLY (12VDC)
[KP]	KEYPAD / ARMING STATION
[KPF]	FIRE KEYPAD / FIRE ALARM ANNUNCIATOR
[P]	POPIT MODULE
[M]	MOTION DETECTOR WITH POPIT MODULE AND WALL MOUNTING BRACKET
[DC S]	DOOR CONTACT, SURFACE MOUNT W/ARMORED CABLE
[AK1]	INTRUSION ALARM SOUNDER, INTERIOR, 120 dBA
[AK2]	INTRUSION ALARM SOUNDER, INTERIOR, 107 dBA
[J]	JUNCTION BOX
[IATC]	INTRUSION ALARM TERMINAL CABINET

SEE COVER SHEET FOR FULL DESCRIPTION OF SYMBOLS.

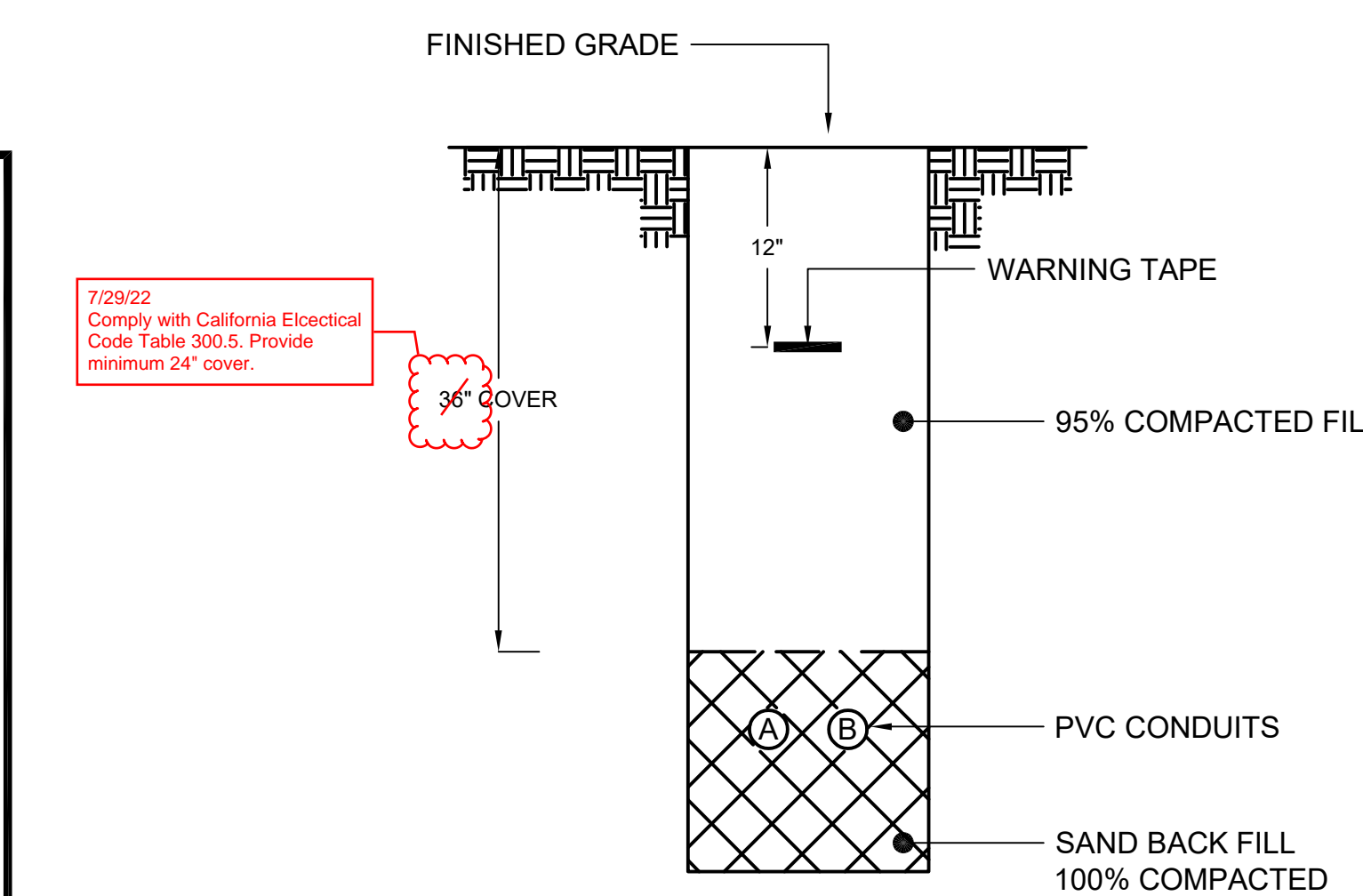
WIRE LEGEND

DESIGNATION	USE
A	MOTION DETECTOR POWER (12VDC)
B	INTRUSION ALARM EXPANSION LOOP
F	FIRE ALARM EXPANSION LOOP
G	COMMON NEGATIVE
H	INTRUSION ALARM HORNS
K	KEYPAD DATA BUS
P	POPIT SENSOR LOOP

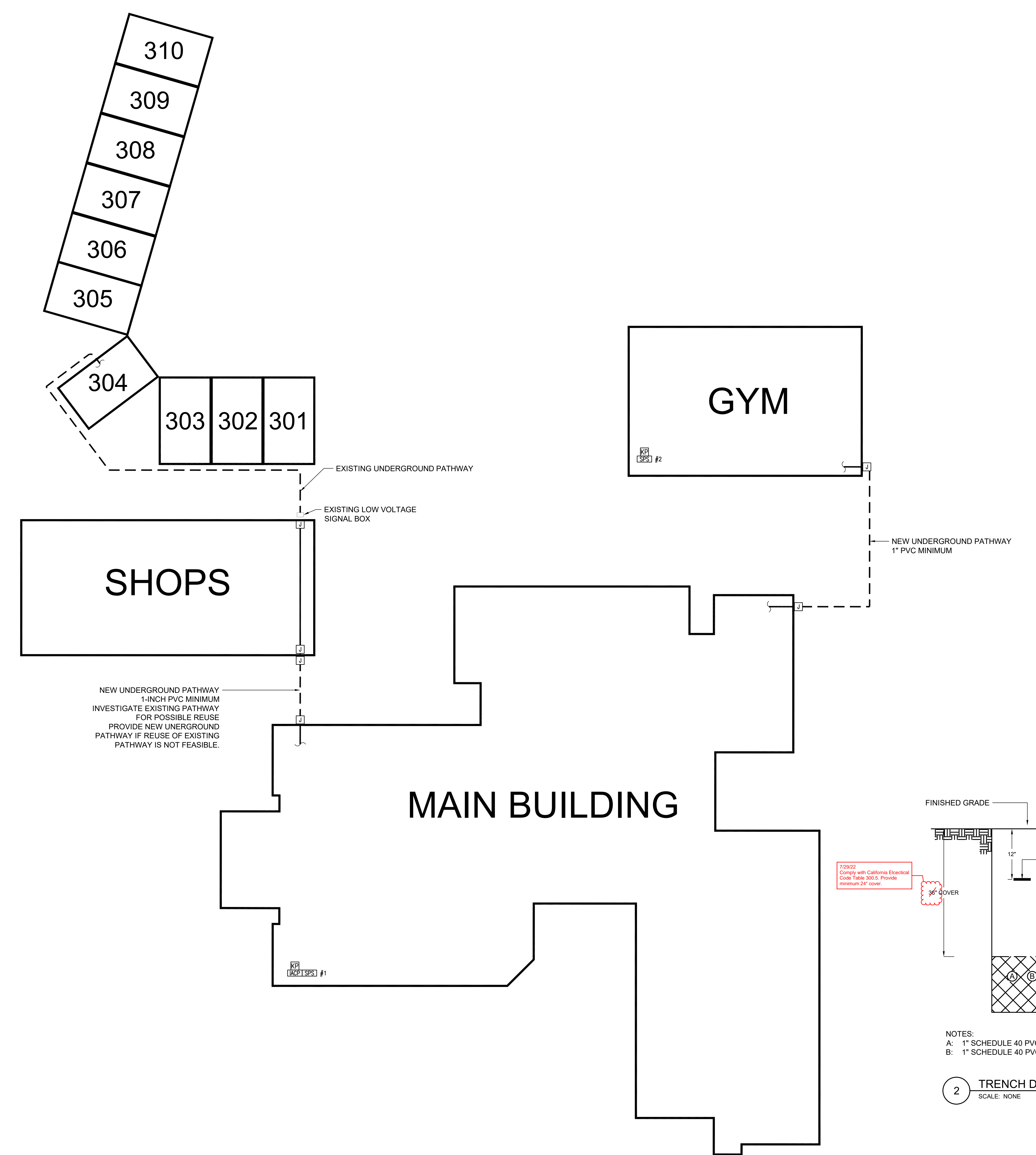
SEE COVER SHEET FOR FULL DESCRIPTION OF CABLES.



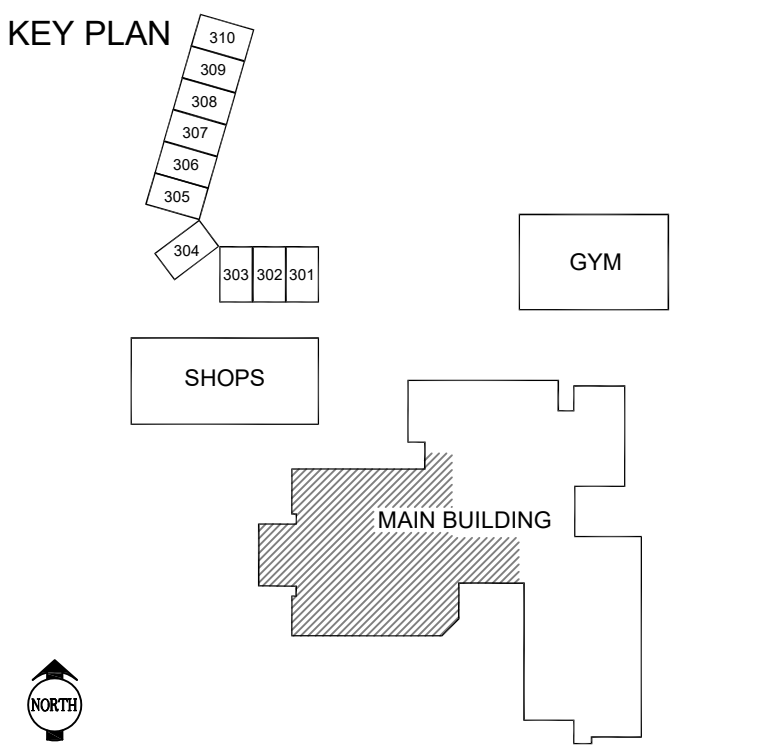
- GENERAL NOTES**
- CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION, COORDINATION, AND EXACT ROUTING OF UNDERGROUND PATHWAYS.
 - EXERCISE CARE DURING TRENCHING AS EXISTING UNDERGROUND CONDITIONS ARE UNKNOWN. HAND EXCAVATE AS NEEDED TO AVOID DAMAGING ANY EXISTING UNDERGROUND UTILITIES.
 - CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ANY SYSTEMS DAMAGED AS A RESULT OF UNDERGROUND WORK.
 - ALL CABLE INSTALLED UNDERGROUND SHALL BE LISTED FOR OUTDOOR USE. THE UNDERGROUND PATHWAY SHALL BE VERIFIED IN THE FIELD FOR USE AND ACCESS.
 - WHEN AN UNDERGROUND WET USAGE-RATED CABLE ENTERS INTO A BUILDING, IT SHALL BE CONTINUED UN-SPLICED UNTIL IT REACHES THE FIRST TERMINAL CABINET, DEVICE, OR PANEL.
 - AN ADDITIONAL 12 AWG THHN OR THWN BLACK WIRE SHALL BE INSTALLED FROM EACH REMOTE EQUIPMENT OR POWER SUPPLY LOCATION DIRECTLY TO THE MAIN PANEL TO PROVIDE FOR A COMMON REFERENCE CONNECTION.



- NOTES:
 A: 1" SCHEDULE 40 PVC FOR INTRUSION ALARM
 B: 1" SCHEDULE 40 PVC (SPARE)
- 2 TRENCH DETAIL**
 SCALE: NONE



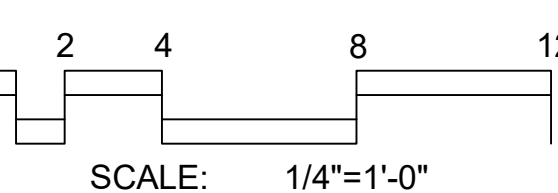
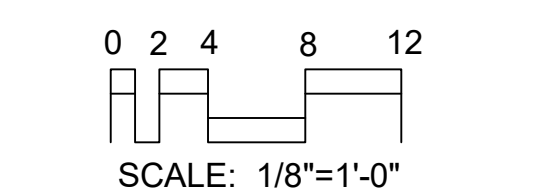
1 SITE PLAN
 SCALE: 1" = 20'-0"



NO.	DESCRIPTION	DATE

SHEET TITLE
PARTIAL MAIN BUILDING 1ST FLOOR INTRUSION ALARM PLAN

JENSEN HUGHES PROJECT NO.	1DMS21007
FILE NAME	IA1.0 Plans.dwg
DATE	04-MAR-2022
SCALE	AS INDICATED
DESIGNER	DMS
REVIEWER	DC



IA1.1

LEGEND

SYMBOL	DESCRIPTION
[IACP]	COMBINATION INTRUSION ALARM CONTROL PANEL AND FIRE ALARM DACT
[SPS]	SYSTEM POWER SUPPLY (12VDC)
[KP]	KEYPAD / ARMING STATION
[KPF]	FIRE KEYPAD / FIRE ALARM ANNUNCIATOR
[P]	POPIIT MODULE
[M]	MOTION DETECTOR WITH POPIIT MODULE AND WALL MOUNTING BRACKET
[DC]	DOOR CONTACT, SURFACE MOUNT W/ARMORED CABLE
[IAK1]	INTRUSION ALARM SOUNDER, INTERIOR, 120 dBA
[IAK2]	INTRUSION ALARM SOUNDER, INTERIOR, 107 dBA
[J]	JUNCTION BOX
[IATC]	INTRUSION ALARM TERMINAL CABINET

SEE COVER SHEET FOR FULL DESCRIPTION OF SYMBOLS.

WIRE LEGEND

DESIGNATION	USE
A	MOTION DETECTOR POWER (12VDC)
B	INTRUSION ALARM EXPANSION LOOP
F	FIRE ALARM EXPANSION LOOP
G	COMMON NEGATIVE
H	INTRUSION ALARM HORNS
K	KEYPAD DATA BUS
P	POPIIT SENSOR LOOP

SEE COVER SHEET FOR FULL DESCRIPTION OF CABLES.

LABEL LEGEND

POPIIT ADDRESSABLE DEVICES

001 DEVICE NUMBER

NOTE:
EXPANDER #0 W/AD POINTS ARE 0 THROUGH 999
EXPANDER #1 W/AD POINTS ARE 100 THROUGH 999
EXPANDER #2 W/AD POINTS ARE 200 THROUGH 299
EXPANDER #3 W/AD POINTS ARE 300 THROUGH 399

INTRUSION ALARM SOUNDERS

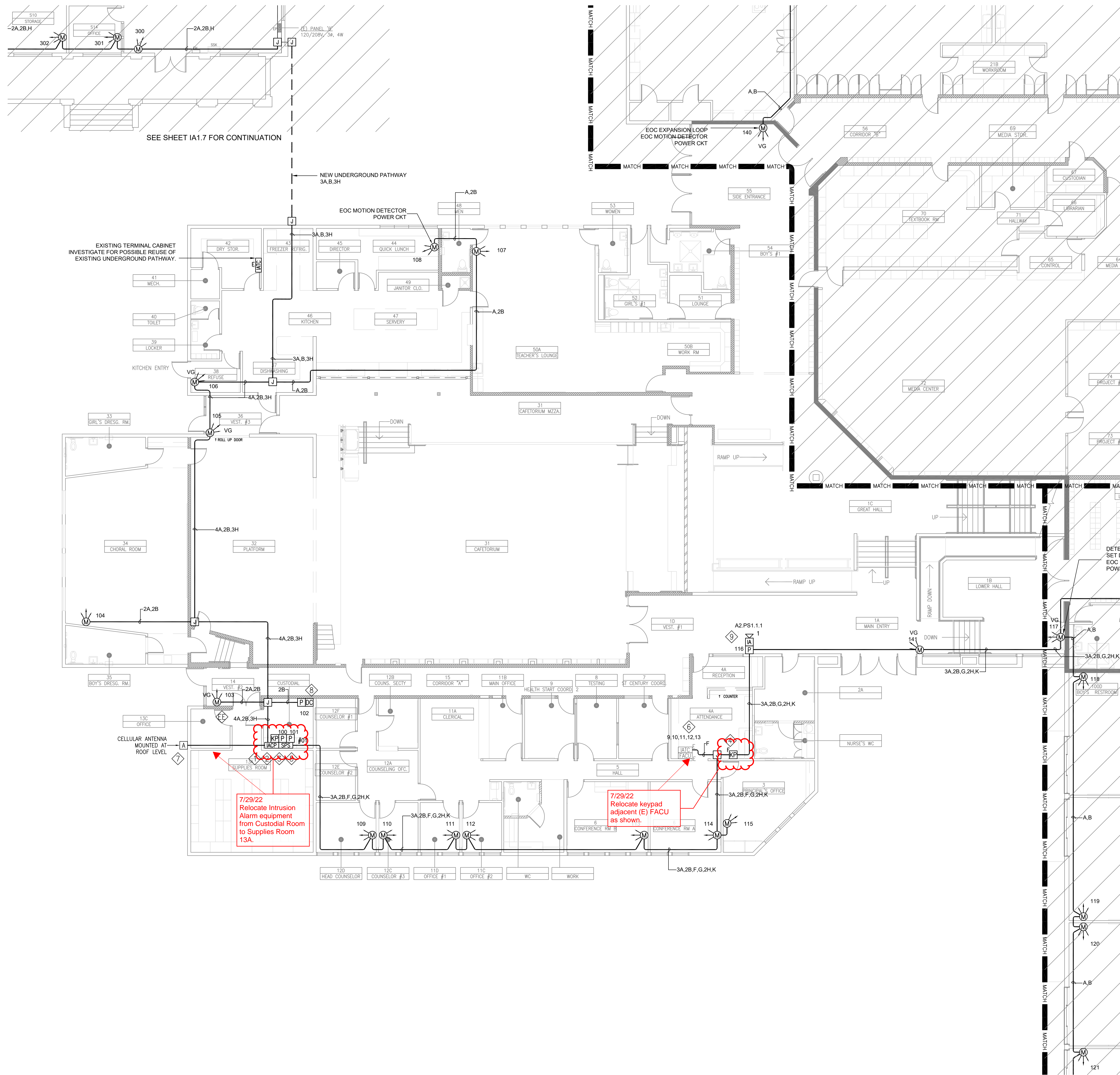
A2.PS1.1.1
DEVICE NUMBER
OUTPUT NUMBER
POWER SUPPLY AREA

GENERAL NOTES

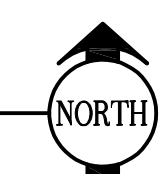
- INSTALL ALL INTRUSION ALARM WIRING IN EMT CONDUIT UNLESS OTHERWISE NOTED.
- INSTALL ALL CONDUIT CONCEALED ABOVE EXISTING ACCESSIBLE CEILING.
- IN AREAS WHERE THERE IS NO CEILING, OR EXISTING CEILING IS NOT ACCESSIBLE, INSTALL CONDUIT SURFACE-MOUNTED. PAINT ALL EXPOSED CONDUITS TO MATCH THE EXISTING SURROUNDING SURFACE.
- INSTALL WALL MOUNTED MOTION DETECTORS ON APPROVED MOUNTING BRACKETS. CONFIGURE AND ADJUST MOTION DETECTORS WITHIN EACH PROTECTED SPACE TO MAXIMIZE PERFORMANCE AND TO AVOID POTENTIAL FALSE ALARM SOURCES. REFERENCE DETAIL 5/IA3.0 AND MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- UNLESS OTHERWISE NOTED, SET THE RANGE OF MOTION DETECTORS TO 25 FEET AND MICROWAVE SENSITIVITY TO MEDIUM.
- MOTION DETECTORS SHALL NOT BE CORNER MOUNTED. INSTALL WALL-MOUNTED MOTION DETECTORS 8 TO 36 INCHES FROM CORNERS. DO NOT SCALE DRAWINGS FOR EXACT LOCATIONS.
- DO NOT INSTALL MOTION DETECTORS OVER BOOKCASES OR FIXED SHELVING.
- DO NOT SPLICE CIRCUITS IN JUNCTION BOX. CIRCUITS SHALL BE PULLED THROUGH J-BOX WITHOUT SPLICES.
- FIELD VERIFY THE PROGRAMMED LABELS MATCH ROOM NUMBER SIGNAGE.

SHEET NOTES

- PROVIDE NEW 120VAC, DEDICATED POWER CIRCUIT FOR IACP AND SPS FROM LOCAL POWER PANEL.
- PROVIDE ONE CAT 6 CABLE (GREEN JACKET) IN 3/4" C FROM THE IDF TO THE NEW IACP FOR ETHERNET CONNECTION. PROVIDE RJ45 JACK IN BISCUIT BLOCK INSIDE THE IACP. PROVIDE PATCH CABLE BETWEEN BISCUIT BLOCK AND THE B9512 NETWORK INTERFACE. CONTRACTOR TO COORDINATE TERMINATION AT THE PATCH PANEL IN THE IDF WITH OUSD.
- PROVIDE POPIIT MODULES TO SUPERVISE SPS BATTERY FAIL AND AC LOSS TROUBLE. CIRCUITS SHALL BE PULLED THROUGH J-BOX FOR ADDRESS AND 1/IA3.0 FOR WIRING.
- FIELD VERIFY LOCATION OF KEYPAD WITH SCHOOL ADMINISTRATION.
- SEE PANEL LAYOUT ON 5/IA3.0 FOR EQUIPMENT ARRANGEMENT.
- INTERFACE POPIIT MODULES WITH FIRE ALARM SYSTEM.
- ROUTE THE CELLULAR ANTENNA CABLE IN MINIMUM 1/2-INCH DEDICATED CONDUIT. MOUNT THE B40-M50 OUTDOOR ANTENNA ON AN EXTERIOR WALL AT THE ROOF LEVEL. NOTE: ANTENNA CABLE IS FIXED LENGTH OF 50 FEET.
- INSTALL DOOR CONTACT SWITCH AT ROOF HATCH. INSTALL POPIIT MODULE ON WALL AT A HEIGHT NOT EXCEEDING 6-FT ABOVE THE FINISHED FLOOR.
- CONNECT POPIIT MODULE TO TAMPER SWITCH CONTACTS ON SIREN.
- PROGRAM POINT WITH ENTRY/EXIT DELAY IN ACCORDANCE WITH OUSD STANDARDS.
- PROGRAM POINT WITH INTERIOR FOLLOWER DELAY IN ACCORDANCE WITH OUSD STANDARDS.



1 PARTIAL MAIN BUILDING 1ST FLOOR
SCALE: 1/8" = 1'-0"



SEE SHEET IA1.7 FOR CONTINUATION

SEE SHEET IA1.3 FOR CONTINUATION

SEE SHEET IA1.2 FOR CONTINUATION

ADDENDUM NO. 3

August 11, 2022

**Westlake Middle School Intrusion Alarm Project
OAKLAND UNIFIED SCHOOL DISTRICT**

OUSD PROJECT NUMBER 21102

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. 3

This project is only accepting a C-10 – Electrical Contractor License for the Re-Bid.

See the revised Notice to Bidders attached.

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

End of Addendum No. 3



JUANITA HUNTER <juanita.hunter@ousd.org>

TRADE JOURNALS - NOTICE TO BIDDERS - RE-BID WESTLAKE MS INTRUSION ALARM PROJECT

9 messages

JUANITA HUNTER <juanita.hunter@ousd.org>


Thu, Aug 11, 2022 at 4:39 PM

To: Support@bidamerica.com, constructionupdate@goodfaitheffort.com, doug@eldridgebidreporter.com, sbe@abeinc.com, cacgoodfaith@yahoo.com, candspublishing@gmail.com, info@challengenews.net, sarah@contractorsestimate.com, info@agcsd.org, info@dbegoodfaith.com, support@ebidboard.com, info@shastabe.com, hbe-info@humbx.com, vikki.darmiento@constructionnect.com, sbe@sbeinc.com, staff@ccbabuilds.com, info@vceonline.com

Hello Trade Journals,

Please be advised this email serves as confirmation that the attached Bid Notice invites all qualified firms to submit a bid for the above-mentioned project.

*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"*

 00 11 11 Notice to Bidders _3rd_Re-Bid-Westlake Intrusion.pdf
157K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: juanita.hunter@ousd.org

Thu, Aug 11, 2022 at 4:39 PM



Address not found

Your message wasn't delivered to **vikki.darmiento@constructionnect.com** because the domain [constructionnect.com](https://www.constructionnect.com) couldn't be found. Check for typos or unnecessary spaces and try again.

[LEARN MORE](#)

The response was:

DNS Error: DNS type 'mx' lookup of [constructionnect.com](https://www.constructionnect.com) responded with code NXDOMAIN Domain name not found: [constructionnect.com](https://www.constructionnect.com) Learn more at <https://support.google.com/mail/?p=BadRcptDomain>

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JUANITA HUNTER
OAKLAND USD/FACILITIES PLANNING & MGMT
955 HIGH ST
OAKLAND, CA 94601

CNS# 3615551

NOTICE TO BIDDERS DOCUMENT 00 11 11

Notice is hereby given that the Oakland Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for the award of a contract to construct the ("Contract"), **Project No. 21102 Re-Bid-Westlake Middle School Intrusion Alarm**, 2629 Harrison Street, Oakland, CA 94612.

Project consists of:
To provide all required equipment, raceways, conduits, wire, junction boxes, connections, programming, and testing for a complete intrusion alarm system. This system shall comply with the project inspections, design drawings, and OUSD intrusion alarm standards. Contractors are required to provide rates for 1st shift (day shift) and also the second shift (swing shift).

Engineers: Estimate:
\$1,600,000
Project Manager is John Esposito, who can be reached at: john.esposito@ousd.org and/or 510-277-6530.

"The most qualified responsible lowest bid shall be determined on the amount of the base bid." The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined. The lowest bid shall be determined by the amount of the base bid.

This Contract is subject to prequalification pursuant to Public Contract Code section 20111.6. Deadline to prequalify for this project is **September 1, 2022**. Please email Juanita Hunter at: Juanita.hunter@ousd.org or La Juana Lewis at: LaJuana.Lewis@ousd.org for more prequalification requirements.

This Contract is subject to the District's Project Labor Agreement.

The full version of OUSD's latest Project Labor Agreement can be found by going to the OUSD home page: ousd.org > Offices and Depts > Facilities Planning & Management Department > Opportunities > Project Labor Agreement > 2021 PLA

Contract Documents are available for review and pick-up at **East Bay Blue Print, located at 1745 14th Avenue, Oakland, CA 94606**. All requests should be addressed: Attention: Sandy Petty. Plans can be ordered by: Ph: 510-261-2990 Fax: 510-261-6077 Email: ebbp@eastbayblueprint.com, Attn: Sandy. Online using the Plan Command System at www.eastbayblueprint.com or plans can be delivered to a place of business, at requester's own expense. Payment for plan sets must be made with East Bay Blue

Print and are NON-REFUNDABLE

In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

Builder's Exchange of Alameda County
McGraw Hill Construction Data San Francisco Builder's Exchange

Reed Construction Market Data Contra Costa Builder's Exchange Marin Builder's Exchange

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 and proof of registration is provided.

The Contract Time shall be **180** calendar days, and liquidated damages for delay shall accrue. The deadline for Completion is TBD. See Article III of the Agreement for details. Bids must be sealed and filed in the Business Office of the Owner at:

**Front Desk
Facilities Planning &
Management
955 High Street
Oakland, CA 94601**

on **September 8, 2022**, before 2:00 p.m. on the clock designated by the Owner or its representative as the bid clock, after which time the bids shall be opened. No bid will be accepted by the Owner after this time. Facsimile (FAX) copies of the bid will not be accepted. PLEASE NOTE: DUE TO COVID-19 BIDS WILL NOT BE OPENED. BID RESULTS WILL BE MADE AVAILABLE VIA EMAIL. A mandatory pre-bid site visit will be held on **August 25, 2022**, at **1:30** p.m., at Front entrance of the Westlake Middle School site. Bidders not attending the site visit will be disqualified.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable

COPY OF NOTICE

Notice Type: BID NOTICE INVITING BIDS

Ad Description

RE-BID-WESTLAKE MS INTRUSION ALARM PROJECT

To the right is a copy of the notice you sent to us for publication in the EL MUNDO. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

08/18/2022

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$650.61
Total	\$650.61



* A 0 0 0 0 0 6 0 9 1 1 4 2 *

to the Owner, as detailed in the Contract Documents.

Owner, or its designee, has determined that certain materials, services, products or things designated by specific brand or trade name shall not be subject to Public Contract Code section 3400(a) in order that a field test or experiment may be made to determine the product's suitability for future use; in order to match other materials, services, products or things in use on a particular Owner public improvement either completed or in the course of completion; in order to obtain a necessary item that is only available from one source; and in order to respond to an emergency declared by Owner.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a **Class "C-10 Electrical Contractor"** license and shall maintain that license in good standing through Completion of the Contract and all applicable warranty periods. For all projects over Twenty-Five Thousand Dollars (\$25,000), the bidder shall state the public works contractor registration number on the Designation of Subcontractors form for each subcontractor performing more than one-half of one percent (0.5%) of the bidder's total bid.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available on request.

8/18/22
CNS-3615551#
EL MUNDO

NOTICE TO BIDDERS
DOCUMENT 00 11 11

Notice is hereby given that the Oakland Unified School District (hereinafter referred to as “Owner”) will receive sealed bids prior to the date and time stated for the Bid Opening for the award of a contract to construct the (“Contract”), **Project No. 21102**

Re-Bid-Westlake Middle School Intrusion Alarm
2629 Harrison Street, Oakland, CA 94612

Project consists of:

To provide all required equipment, raceways, conduits, wire, junction boxes, connections, programming, and testing for a complete intrusion alarm system. This system shall comply with the project inspections, design drawings, and OUSD intrusion alarm standards. Contractors are required to provide rates for 1st shift (day shift) and also the second shift (swing shift).

Engineer’s Estimate: \$1,600,000

Project Manager is John Esposito, who can be reached at: john.esposito@ousd.org and/or 510-277-6530.

“The most qualified responsible responsive lowest bid shall be determined on the amount of the base bid.” The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined. The lowest bid shall be determined by the amount of the base bid.

This Contract *is* subject to prequalification pursuant to Public Contract Code section 20111.6. Deadline to prequalify for this project is **September 1, 2022**. Please email Juanita Hunter at: Juanita.hunter@ousd.org or La Juana Lewis at: LaJuana.Lewis@ousd.org for more prequalification requirements.

This Contract is subject to the District’s Project Labor Agreement. The full version of OUSD’s latest Project Labor Agreement can be found by going to the OUSD home page: ousd.org > Offices and Depts > Facilities Planning & Management Department > Opportunities > Project Labor Agreement > 2021 PLA

Contract Documents are available for review and pick-up at **East Bay Blue Print, located at 1745 14th Avenue, Oakland, CA 94606**. All requests should be addressed Attention: Sandy Petty. Plans can be ordered by:

Ph: 510-261-2990 Fax: 510-261-6077 Email: ebbp@eastbayblueprint.com, Attn: Sandy. Online using the Plan Command System at www.eastbayblueprint.com or plans can be delivered to a place of business, at requester’s own expense. Payment for plan sets must be made with East Bay Blue Print and are **NON-REFUNDABLE**

In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

Builder's Exchange of Alameda County
McGraw Hill Construction Data
San Francisco Builder's Exchange

Reed Construction Market Data
Contra Costa Builder's Exchange
Marin Builder's Exchange

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 and proof of registration is provided.

The Contract Time shall be **180** calendar days, and liquidated damages for delay shall accrue. The deadline for Completion is TBD. See Article III of the Agreement for details.

Bids must be sealed and filed in the Business Office of the Owner at:

**Front Desk
Facilities Planning & Management
955 High Street
Oakland, CA 94601**

on **September 8, 2022**, before 2:00 p.m. on the clock designated by the Owner or its representative as the bid clock, after which time the bids shall be opened. No bid will be accepted by the Owner after this time. Facsimile (FAX) copies of the bid will not be accepted. PLEASE NOTE: DUE TO COVID-19 BIDS WILL NOT BE OPENED. BID RESULTS WILL BE MADE AVAILABLE VIA EMAIL.

A mandatory pre-bid site visit will be held on **August 25, 2022**, at **1:30** p.m., at Front entrance of the Westlake Middle School site. Bidders not attending the site visit will be disqualified.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner, as detailed in the Contract Documents.

Owner, or its designee, has determined that certain materials, services, products or things designated by specific brand or trade name shall not be subject to Public Contract Code section 3400(a) in order that a field test or experiment may be made to determine the

product's suitability for future use; in order to match other materials, services, products or things in use on a particular Owner public improvement either completed or in the course of completion; in order to obtain a necessary item that is only available from one source; and in order to respond to an emergency declared by Owner.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a **Class "C-10 Electrical Contractor"** license and shall maintain that license in good standing through Completion of the Contract and all applicable warranty periods. For all projects over Twenty-Five Thousand Dollars (\$25,000), the bidder shall state the public works contractor registration number on the Designation of Subcontractors form for each subcontractor performing more than one-half of one percent (0.5%) of the bidder's total bid.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available on request.

Advertise:	1st Publication Date	August 17, 2022
	2nd Publication Date	August 24, 2022



Arthur J. Gallagher Risk Management Services
2121 N. California Blvd. Suite 350, Walnut Creek, CA 94596
United States

P 925.299.1112
F 925.299.0328
ajg.com

Via Federal Express Priority Overnight

September 22, 2022

Shanon Nop
Collins Electrical Company, Inc.
3412 Metro Drive
Stockton, CA 95215

Bond No. 070216854
Oakland Unified School District
Westlake Middle School Intrusion Alarm; 2629 Harrison Street, Oakland, CA
94612; OUSD Project No. 21102

Dear Shanon,

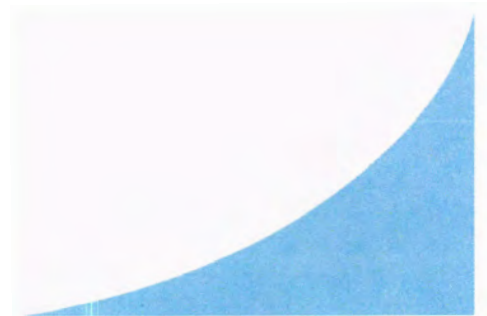
Enclosed are the duly executed performance and payment bonds with respects to the above reference project.

Our invoice will be sent separately by email.

Thank you,

A handwritten signature in blue ink that reads 'Misty R. Hemje'.

Misty R. Hemje
Misty_Hemje@ajg.com



PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 070216854
Premium: \$5,138.00

Collins Electrical

Liberty Mutual Insurance Company **KNOW ALL MEN BY THESE PRESENTS** that we, Company, Inc., as Principal, and 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 Million* Dollars (\$1,560,000.00-----) 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 **October 27, 2022**, for construction of

* Five Hundred Sixty Thousand and 00/100

The Westlake Middle School Intrusion Alarm Project which consists of but not limited to: The Scope of work consists of but is not limited to provide all required equipment, raceways, conduits, wire, junction boxes, connections, programming, and testing for a complete intrusion alarm system. This system shall comply with the project inspections, design drawings, and OUSD intrusion alarm standards. Contractors are required to provide rates for 1st shift (day shift) and also the second shift (swing shift). The contractor is allowed to work 1st shift the entire summer. As of, August 8th first day of school they will need to work the second shift only. **(the "Contract")**.

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.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 22nd day of September, 2022, 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)

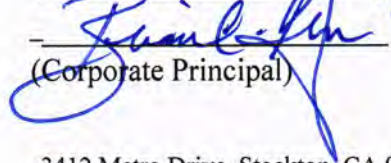
(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal) -

Collins Electrical Company, Inc.



(Corporate Principal)

3412 Metro Drive, Stockton, CA 95215

(Business Address)

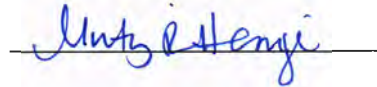
(Affix Corporate Seal)

Liberty Mutual Insurance Company

(Corporate Surety)

255 California Street, Suite 950, San Francisco, CA 94111

(Business Address)



By: Misty R. Hemje, Attorney-In-Fact

The rate of premium on this bond is \$3.45 per thousand.

The total amount of premium charged is \$5,138.00.

The above must be filled in by Corporate Surety.

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

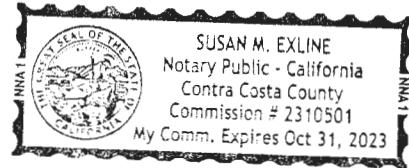
On September 23, 2022 before me, Susan M. Exline, Notary Public
(insert name and title of the officer)

personally appeared Misty R. Hemje,
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 Susan M Exline (Seal)



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 San Joaquin)

On 09/26/2022 before me, Leticia Parises, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Brian C. Gini
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 *Leticia Parises*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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 or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

California All-Purpose Acknowledgment

The so-called “all-purpose” acknowledgment wording, as prescribed in California Civil Code Section 1189(a), is mandatory for all acknowledgments taken in the state, whether the acknowledger is signing as an individual or a representative (partner, corporate officer, attorney in fact, trustee, etc.).

Law permits California Notaries to use an out-of-state acknowledgment form on a document that will be filed in that other state or U.S. jurisdiction, but only if “the form does not require the Notary to determine or certify that the signer holds a particular representative capacity or to make other determinations and certifications not allowed by California

law” (Civil Code Section 1189(c)).

Still, however, any acknowledged document notarized and filed or recorded in California must bear only an all-purpose certificate.

State law requires the “all-purpose” certificate wording to be used exactly as it appears in statute.

The optional section at the bottom can deter alteration of the document or fraudulent reattachment of this form to an unintended document. The insertions in this section are not required by law. Failure to fill out this section will not affect the validity of the certificate.

Instructions:

- 1 **NAME OF COUNTY** where Notary performs notarization.
- 2 **DATE OF NOTARIZATION.** Actual month, day and year on which signer(s) appear(s) before Notary.
- 3 **NAME & TITLE OF NOTARIZING OFFICER.** In the case of a Notary, “Notary Public” would be the title.
- 4 **NAME(S) OF SIGNER(S)** appearing before Notary. Initials and spelling of names should agree with name(s) signed on document and ID card.
- 5 **NUMBER AND GENDER OF SIGNER(S).** Cross out letters and words that do not apply — person(s), name(s), is/are, he/she/they, his/her/their, capacity(ies), signature(s) — or circle words that apply, to agree with number and gender of signer(s) in space 4.
- 6 **SIGNATURE OF NOTARY** exactly as name appears on commissioning papers, in space 3 and in seal.
- 7 **NOTARY SEAL IMPRINT**, clearly and legibly affixed.

SPACES 8–15 ARE OPTIONAL.

Omission of information here will not affect the document’s validity. However, completing these spaces can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

- 8 **TITLE OR TYPE OF DOCUMENT** notarized, such as “Grant Deed.”
- 9 **DATE OF DOCUMENT** notarized. Most but not all documents will have a date, usually at the top or following the signature. If none, insert “No Date.”
- 10 **NUMBER OF PAGES** in the notarized document. This may point out fraudulent addition or removal of pages. Do not count the certificate as a page. However, the certificate will be regarded as a page by recording officials in assessing recording fees.

- 11 **SIGNER(S) OTHER THAN NAMED IN SPACE 4.** Since all signers might not be named on the same notarial certificate, insert name(s) of signer(s) here that appear(s) or will appear on other certificates — as many as space allows. If there are a large number of signers, a notation such as “Mary Smith and 28 other signers” will suffice. If none, insert “no other signers.”
- 12 **NAME(S) OF SIGNER(S)** from space 4 whose capacity and represented entity follow.
- 13 **CAPACITY CLAIMED BY SIGNER.** Check appropriate box to indicate whether signer is signing as individual (on his or her own behalf) or as corporate officer (indicate corporate title), partner (indicate whether “limited” or “general” partner), attorney in fact, trustee, guardian/conservator, or in another capacity.
- 14 **DESCRIPTION OF OTHER CAPACITY(IES).** A single capacity, such as “executor,” may be indicated here; or a multiple capacity, such as “corporate officer signing for partnership in which corporation is partner.”

- 15 **NAME OF PERSON OR LEGAL ENTITY** that signer is representing. It could, for example, be the name of an absent person represented by attorney in fact. It could be the name of a condominium association, such as “Blue Lagoon Condo Assn.” Or it could be multiple entities, such as “XYZ Corp., partner in Mutual Enterprises, a partnership.”

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 Los Angeles)
 County of Los Angeles)

On July 19, 2012 before me, Pat R. Jones, Notary Public
 Date Here Insert Name and Title of the Officer

personally appeared Michael T. Smith
 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~~s~~she~~y~~ 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.

Pat R. Jones
 Signature
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL
 Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document: Grant Deed Document Date: July 19, 2012

Number of Pages: 10 Other Than Named Above: no other signers

Capacity(ies) Claimed by Signer(s):
 Corporate Officer — Title(s):
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other:
 Signer Is Representing: Signer Is Representing:

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NATIONAL NOTARY ASSOCIATION
 9350 De Soto Avenue
 Chatsworth, CA 91311-4926
 1-800-876-6827
 www.NationalNotary.org



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

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

Certificate No: 8208346-024125

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of July, 2022.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of September, 2022.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 070216854
Premium: Included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Collins Electrical Company, 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

Westlake Middle School Intrusion Alarm Project, located 2629 Harrison Street, Oakland, CA 94612, the scope consists of but not limited to: The Scope of work consists of but is not limited to provide all required equipment, raceways, conduits, wire, junction boxes, connections, programming, and testing for a complete intrusion alarm system. This system shall comply with the project inspections, design drawings, and OUSD intrusion alarm standards. Contractors are required to provide rates for 1st shift (day shift) and also the second shift (swing shift). The contractor is allowed to work 1st shift the entire summer. As of, August 8th first day of school they will need to work the second shift only.

which said agreement dated **October 27, 2022**, 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 Liberty Mutual Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of One Million Five Hundred Sixty Thousand and 00/100 Dollars (\$1,560,000.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as

specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

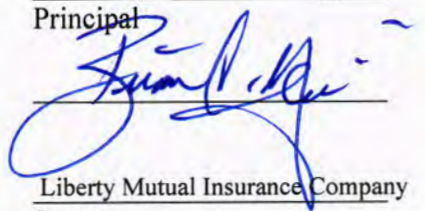
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

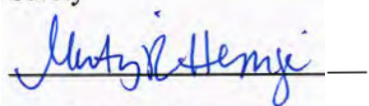
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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 22nd day of September, 2022.

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

Collins Electrical Company, Inc.
Principal

Liberty Mutual Insurance Company
Surety


By: Misty R. Henje, Attorney-In-Fact
Attorney-in-Fact

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

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

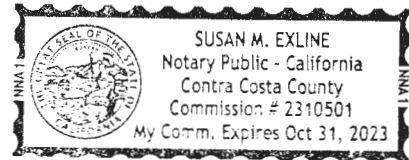
On September 23 2022 before me, Susan M. Exline, Notary Public
(insert name and title of the officer)

personally appeared Misty R. Hemje,
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 Susan M. Exline (Seal)



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 San Joaquin)

On 09/26/2022 before me, Leticia Parises, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Brian C. Gini
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 *Leticia Parises*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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 or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

California All-Purpose Acknowledgment

The so-called “all-purpose” acknowledgment wording, as prescribed in California Civil Code Section 1189(a), is mandatory for all acknowledgments taken in the state, whether the acknowledger is signing as an individual or a representative (partner, corporate officer, attorney in fact, trustee, etc.).

Law permits California Notaries to use an out-of-state acknowledgment form on a document that will be filed in that other state or U.S. jurisdiction, but only if “the form does not require the Notary to determine or certify that the signer holds a particular representative capacity or to make other determinations and certifications not allowed by California

law” (Civil Code Section 1189(c)).

Still, however, any acknowledged document notarized and filed or recorded in California must bear only an all-purpose certificate.

State law requires the “all-purpose” certificate wording to be used exactly as it appears in statute.

The optional section at the bottom can deter alteration of the document or fraudulent reattachment of this form to an unintended document. The insertions in this section are not required by law. Failure to fill out this section will not affect the validity of the certificate.

Instructions:

- 1 **NAME OF COUNTY** where Notary performs notarization.
- 2 **DATE OF NOTARIZATION.** Actual month, day and year on which signer(s) appear(s) before Notary.
- 3 **NAME & TITLE OF NOTARIZING OFFICER.** In the case of a Notary, “Notary Public” would be the title.
- 4 **NAME(S) OF SIGNER(S)** appearing before Notary. Initials and spelling of names should agree with name(s) signed on document and ID card.
- 5 **NUMBER AND GENDER OF SIGNER(S).** Cross out letters and words that do not apply — person(s), name(s), is/are, he/she/they, his/her/their, capacity(ies), signature(s) — or circle words that apply, to agree with number and gender of signer(s) in space 4.
- 6 **SIGNATURE OF NOTARY** exactly as name appears on commissioning papers, in space 3 and in seal.
- 7 **NOTARY SEAL IMPRINT**, clearly and legibly affixed.

SPACES 8–15 ARE OPTIONAL.

Omission of information here will not affect the document’s validity. However, completing these spaces can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

- 8 **TITLE OR TYPE OF DOCUMENT** notarized, such as “Grant Deed.”
- 9 **DATE OF DOCUMENT** notarized. Most but not all documents will have a date, usually at the top or following the signature. If none, insert “No Date.”
- 10 **NUMBER OF PAGES** in the notarized document. This may point out fraudulent addition or removal of pages. Do not count the certificate as a page. However, the certificate will be regarded as a page by recording officials in assessing recording fees.

- 11 **SIGNER(S) OTHER THAN NAMED IN SPACE 4.** Since all signers might not be named on the same notarial certificate, insert name(s) of signer(s) here that appear(s) or will appear on other certificates — as many as space allows. If there are a large number of signers, a notation such as “Mary Smith and 28 other signers” will suffice. If none, insert “no other signers.”
- 12 **NAME(S) OF SIGNER(S)** from space 4 whose capacity and represented entity follow.
- 13 **CAPACITY CLAIMED BY SIGNER.** Check appropriate box to indicate whether signer is signing as individual (on his or her own behalf) or as corporate officer (indicate corporate title), partner (indicate whether “limited” or “general” partner), attorney in fact, trustee, guardian/conservator, or in another capacity.
- 14 **DESCRIPTION OF OTHER CAPACITY(IES).** A single capacity, such as “executor,” may be indicated here; or a multiple capacity, such as “corporate officer signing for partnership in which corporation is partner.”

- 15 **NAME OF PERSON OR LEGAL ENTITY** that signer is representing. It could, for example, be the name of an absent person represented by attorney in fact. It could be the name of a condominium association, such as “Blue Lagoon Condo Assn.” Or it could be multiple entities, such as “XYZ Corp., partner in Mutual Enterprises, a partnership.”

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: Los Angeles 1
 County of: Los Angeles 1
 On July 19, 2012 2 before me, 3 Pat R. Jones, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Michael T. Smith 4
 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. 5

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.

7 6
 Signature Pat R. Jones
 Signature of Notary Public

OPTIONAL
 Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document: 8 Grant Deed Document Date: July 19, 2012 9
 Title or Type of Document: NO DATE Signer(s) Other Than Named Above: NO OTHER SIGNERS

Number of Pages: 10 10
 Number of Pages: 10 10
 Signer's Name: Michael T. Smith 12
 Capacity(ies) Claimed by Signer(s):
 Partner — Limited General Corporate Officer — Title(s):
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: Other: 13
 Signer is Representing: Signer is Representing: 14
 15

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NATIONAL NOTARY ASSOCIATION
 9350 De Soto Avenue
 Chatsworth, CA 91311-4926
 1-800-876-6827
 www.NationalNotary.org



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

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

Certificate No: 8208346-024125

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of September, 2022.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2022

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

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

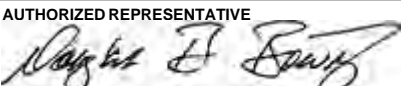
PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 2121 N. California Blvd., Suite 350 Walnut Creek CA 94596	CONTACT NAME: Certificate Department PHONE (A/C. No. Ext): 925-299-1112 E-MAIL ADDRESS: certrequest@ajg.com	FAX (A/C. No.): 925-299-0328
	INSURER(S) AFFORDING COVERAGE	
License#: 0726293 COLLELE-01	INSURER A: Zurich American Insurance Company	NAIC # 16535
INSURED [BAY] Collins Electrical Company, Inc 3412 Metro Dr. Stockton, CA 95215	INSURER B: Travelers Property Casualty Co of America	NAIC # 25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 628022290** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO018811204	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP018811304	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded. \$ 250/\$500
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP4T93910922NF	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC018811104	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Excess/Umbrella follows form over the general liability, auto, and employers liability policies
 Collins Job #: 229007
 RE: WESTLAKE MIDDLE SCHOOL INTRUSION ALARM PROJECT.
 ADDITIONAL INSURED(S): OAKLAND UNIFIED SCHOOL DISTRICT

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH STREET OAKLAND CA 94612	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. **GLO018811204**

Effective Date: **07/01/2022**

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
 - (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1)** Only applies to the extent permitted by law;
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS; HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP018811304	07/01/2022	07/01/2023	07/01/2022		INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph **1.a.** **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Westlake Middle School Intrusion Alarm Project	Site	213
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information

Contractor Name	Collins Electrical Company, Inc.	Agency's Contact	David Ball
OUSD Vendor ID #		Title	President
Street Address	3412 Metro Drive	City	Stockton
Telephone	209-466-3691	State	CA
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	21102		

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-27-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	4-24-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$1,560,000.00	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
9021/9848	Fund 25 Capital Facilities Fund	250-9021-0-9848-8500-6271-213-9180-9000-9999-21102	6273	\$1,560,000.00

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 Planning and Management				
	Signature	Date Approved	10/3/2022		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	9/22/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	10/3/2022		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			