

Board Office Use: Legislative File Info.	
File ID Number	19 - 2371
Introduction Date	12-11-2019
Enactment Number	19-1779
Enactment Date	12/11/19 lf



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date December 11, 2019

Subject Award of Contract for Construction Services - Competitively Bid - McClymonds Intensive Support Site Project to Deco Tech Systems

Action Requested Approval by the Board of Education of Award of Contract for Construction Services - Competitively Bid-on behalf of the District to Deco Tech Systems, Walnut Creek, California, for the latter to provide construction and installation services and materials per plans and specifications for the Low Voltage Systems according to drawing A302 with Audio-Visual Markups, for the McClymonds Intensive Support Site Project in the amount of \$95,000.00, as the selected contractor, and authorizing the President and Secretary of the Board to sign the Agreement for same with said contractor with work scheduled to commence on December 12, 2019, and scheduled to last December 11, 2020, pursuant to the contract. Contractor was selected by the District as a negotiated contract under the (Public Contract Code 22038).

Discussion The scope of work of this contract includes construction and installation services and materials per plans and specifications for the Low Voltage Systems according to drawing A302 with Audio-Visual Markups.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Award of Contract for Construction Services - Competitively Bid-on behalf of the District to Deco Tech Systems, Walnut Creek, California, for the latter to provide construction and installation services and materials per plans and specifications for the Low Voltage Systems according to drawing A302 with Audio-Visual Markups, for the McClymonds Intensive Support Site Project in the amount of \$95,000.00, as the selected contractor, and authorizing the President and Secretary of the Board to sign the Agreement for same with said contractor with work scheduled to commence on December 12, 2019, and scheduled to last December 11, 2020, pursuant to the contract. Contractor was selected by the District as a negotiated contract under the (Public Contract Code 22038).

Fiscal Impact Fund 21, Measure B

Attachments

- Agreement
- Payment and Performance Bonds
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 19-2371

Department: **Facilities Planning & Management**

Vendor Name: **Deco Tech Systems**

Project Name: **McClymonds Intensive Support Site** Project No.: **15106**

Contract Term: Intended Start: **12-12-2019** Intended End: **12-31-2020**

Amended End: _____

Annual (if annual contract) or Total (if multi-year agreement) Cost: **\$95,000.00**

Approved by: **Tadashi Nakadegawa**

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

This vendor was a direct selection based on their services to provide construction and installation services for this project. At this time they have the most experience and familiarity with construction and installation services for the AV System work.

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

Vendor will provide construction services, to include installation and materials per plans and specs for the Low Voltage Systems according to drawing A302 with Audio-Visual Markups.

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 – *contact legal counsel to discuss if applicable*
- Sole source contractor – *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 RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: No bids – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of 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 \$92,600 or less (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- 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 \$92,600 (as of 1/1/19)
- 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:

- This project was advertised under the CUPCCA on October 11, 2019. A site bid walk was held on October 17, 2019 and three general contractors were present. On Bid opening day, Facilities received no bids.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement effective **December 12, 2019**, is by and between the Oakland Unified School District, Alameda County, hereinafter called the "Owner," and **DECO TECH SYSTEMS**, hereinafter called the "Contractor," with each a "Party," and together the "Parties." to this Agreement.

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

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the "Work") in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in the scope of work outlined in Exhibit A (see attached)

McClymonds Intensive Support Site Project

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

OUSD, 955 High Street, Oakland, California

and other Contract Documents relating thereto.

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."

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 **Three Hundred Sixty-Five (365)** calendar days from (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). In addition, the portion of the Work that **consists of** installation and providing materials per plans and specifications for the Low Voltage Systems: Document 00 11 12 Specifications; Drawings: A302 with Audio-Visual Markups. **The Owner anticipates that the Contract Time will start to run on December 12, 2019 in which case the deadline for completion would be December 11, 2020.**

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 Agreement Contract Over \$60,000 - \$200,000 – Deco Tech Systems – McClymonds Intensive Support Project -

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 the amount herein set forth shall be the amount of 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: **One Thousand Dollars \$1,000.00** for each calendar day.

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 the amount herein set forth 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: **One Thousand Dollars \$1,000.00** for each calendar day.

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 **Ninety-Five Thousand Dollars No/100 (\$95,000.00)** 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 specific allowances. The above price includes a general allowance (also known as a contingency allowance) of \$5,673.65 to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than specific allowances. Any payment from an allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from a contractual 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 a contractual allowance, no change order approved by Owner's governing body shall be required and the Contractor may include a request for such payment in its next progress payment application or request for release of retention. Contractor's inclusion of a request for such payment in a progress payment application or release of retention, or Contractor's acceptance of a progress payment or release of retention 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 a contractual 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 and 7 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 any contractual allowance may only be increased by a change order approved by Owner's governing body. Once a contractual 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 a contractual 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. To be enforceable, any written amendment or change order must be signed by both parties and approved by the Owner's governing body.

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

ARTICLE VII. PREVAILING WAGES. The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor

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

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

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

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

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in

excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards 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 as follows:

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

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 a change order signed by the parties and approved or ratified by the Governing Board.

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

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

Exhibit "A"
SCOPE OF WORK

Main Library – Provide and install 120V as needed, provide and install projector mount to structure (w/seismic), provide and install power projector screen on wall, provide and install 2 TV wall mount brackets, wire & install 8 speakers in T-Bar Grid, provide and install XTP cable (w/raceway & boxes) from IDF room to 6 locations in Library, provide and install STP20 cable (w/raceway) from IDF to Scream, provide and install Cat6 from IDF to AV Controller location.

Africanna Center – Provide and install 120V as needed, provide and install power projector mount to structure (w/seismic), provide and install power projection screen on wall, wire & install 2 speakers on wall (each side of screen), provide and install XTP cable (w/raceway & boxes) from projector vault to source location on wall, provide and install STP20 cable (w/raceway) from projector vault to screen, provide and install Cat6 from IDF to projector vault, provide and install Cat6 & STP20 from projector vault to AV controller.

MACK CAFÉ'/Conference Room – Provide and install 120V as needed, provide and install TV wall mount bracket, provide and install 15' HDMI cable (raceway & box) from source to TV, provide and install STP20 cable (w/raceway & box) from controller to TV.

**** Active components, cable & mounts provided by DecoTech, Location of all devices to be determined by owner.**

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 12/12/19
Aimee Eng, President, Board of Education Date

Kyla Johnson-Trammell 12/12/19
Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education Date

Timothy White 11/26/19
Timothy White, Deputy Chief, Facilities Planning and Management Date

CONTRACTOR

DecoTech Systems, Inc. [FIRM NAME]

By: [Signature]

Name: David Dickstein

Title: President

Approved As To Form:
[Signature] 11/15/19
OUSD Facilities Legal Counsel Date

CONTRACTOR'S LICENSE NO.

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.



**SUBCONTRACT LABOR AND MATERIAL
PAYMENT BOND**

Know All Men By These Presents:

That DecoTech Systems, Inc.

as Principal, hereinafter called Principal, and the Hartford Fire Insurance Company

a corporation organized and existing under the laws of the State of Connecticut
with its principal office in the City of Hartford

as Surety, hereinafter called Surety, are held and firmly bound unto Oakland Unified School District

as Obligee, hereinafter called Obligee, for the benefit of claimants as herein below defined, in the amount of

Ninety Five Thousand dollars and no cents Dollars (\$ 95,000)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assign, jointly and severally, firmly by these presents.

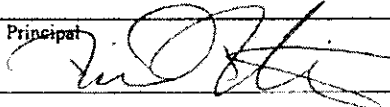
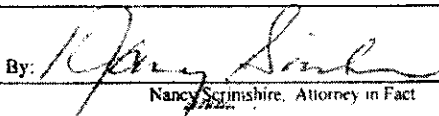
WHEREAS, Principal has by written agreement dated November 4, 2019 entered into a subcontract with Obligee for
McClymonds Intensive Support Site Project

in accordance with drawings and specifications prepared by Oakland Unified School District
which subcontract is by reference made a part hereof and is hereafter referred to as the subcontract.

Now, Therefore, The Condition of this Obligation is such that if Principal shall promptly make payment to all claimants as herein defined, for all labor and material used or reasonably required for us in the performance of the subcontract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

- (1) A claimant is defined as one having a direct contract with the Principal for labor, material or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the subcontract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant.
 - (a) After the expiration of one (1) year following the date on which Principal ceased work on said subcontract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project or any part thereof, is situated, or in the United States District Court for the district in which the project, or any party thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 4th day of November A.D., 2019

Witness (If individual)	Principal 	(Seal)
Attest		(Seal)
	Surety Hartford Fire Insurance Company	
Attest	By: 	(Seal)

Nancy Scrimshire, Attorney in Fact

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 November 4th, 2019 before me, Priyanka Kumar, Notary Public
(Insert name and title of the officer)

personally appeared Nancy Scrimshire
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.

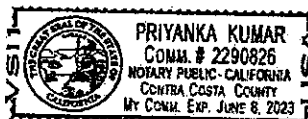
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Priyanka Kumar

(Seal)



POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond_Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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

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

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

Christopher Nixon, Nancy Scrimshire, Jan Sprague of PLEASANT HILL, California

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 4, 2019 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE Nº 07268
SAN FRANCISCO

Amended
Certificate of Authority

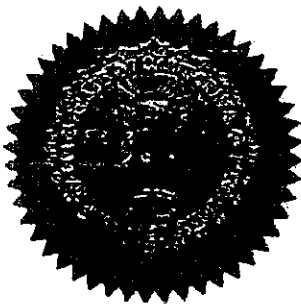
THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Hartford Fire Insurance Company

of Hartford, Connecticut , organized under the
laws of Connecticut , subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety,
Disability, Plate Glass, Liability, Workers' Compensation, Common
Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler
Team and Vehicle, Automobile Aircraft, Legal, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 5th
day of October, 2000, I have hereunto
set my hand and caused my official seal to be affixed this
5th day of October, 2000



By

HARRY K. SUTTS
Insurance Commissioner
[Signature]
VIGOR S. SIDNEY
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



SUBCONTRACT PERFORMANCE BOND FORM A

Know All Men By These Presents:

That DecoTech Systems, Inc.

as Principal, hereinafter called Principal, and the Hartford Fire Insurance Company

a corporation organized and existing under the laws of the State of Connecticut
 with its principal office in the City of Hartford
 as Surety, hereinafter called Surety, are held and firmly bound unto Oakland Unified School District

as Oblige, hereinafter called Oblige, in the amount of Ninety Five Thousand and no cents
 Dollars (\$ 95,000),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, Principal has by written agreement dated November 4, 2019 entered into a subcontract with Oblige for

McClymonds Intensive Support Site Project

in accordance with drawings and specifications prepared by Oakland Unified School District

which subcontract is by reference made a part hereof, and is hereinafter referred to as the subcontract.

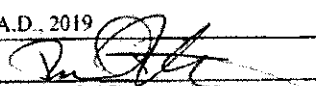

Now, Therefore, the Condition of this Obligation is such that, if Principal shall promptly and faithfully perform said subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal, shall be, and be declared by Oblige to be in default under the subcontract, the Oblige having performed Oblige's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Oblige after reasonable notice to Surety may, or Surety upon demand of Oblige may arrange for the performance of Principal's obligation under the subcontract subject to the provisions of paragraph 3 herein;
- (3) The balance of the subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the subcontract. If completed by the Oblige, and the reasonable cost exceeds the balance of the subcontract price, the Surety shall pay to the Oblige such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the subcontract price as may be required to complete the subcontract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the subcontract. The term "balance of the subcontract price", as used in this paragraph, shall mean the total amount payable by Oblige to Principal under the subcontract and any amendments thereto, less the amounts heretofore properly paid by Oblige under the subcontract.

Any suit under this bond must be instituted before the expiration of two years from date on which final payment under the subcontract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 4th day of November	A.D. 2019
Attest (Witness (If individual))	 (Seal)
	Surety Hartford Fire Insurance Company
Attest	By:  (Seal) Nancy Scrimshire, Attorney-in-Fact

**SEE ATTACHED
 ACKNOWLEDGMENT**

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)

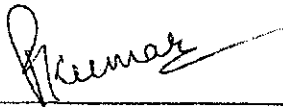
On November 4th, 2019 before me, Priyanka Kumar, Notary Public
(insert name and title of the officer)

personally appeared Nancy Scrimshire
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



(Seal)



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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

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

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

Christopher Nixon, Nancy Scrimshire, Jan Sprague of PLEASANT HILL, California

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 } ss. Hartford
COUNTY OF HARTFORD }

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 4, 2019
Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE NO 07268
SAN FRANCISCO

Amended
Certificate of Authority

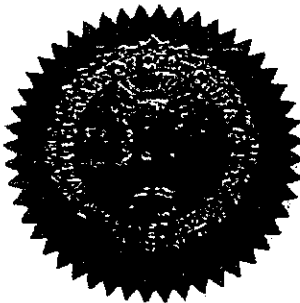
THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Hartford Fire Insurance Company

of Hartford, Connecticut , organized under the
laws of Connecticut , subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety,
Disability, Plate Glass, Liability, Workers' Compensation, Common
Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler
Team and Vehicle, Automobile Aircraft, Legal, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 5th
day of October, 2000, I have hereunto
set my hand and caused my official seal to be affixed this
5th day of October, 2000



By

Harry B. ...
Secretary of Insurance
[Signature]
VICTORIA S. ...
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

DOCUMENT 00 11 12
NOTICE TO BIDDERS - CUPCAA

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:

McClymonds High School Intensive Support Site, Phase III
2607 Myrtle Street, Oakland, CA 94607
Project No. 15106

Project consists of:

Main Library – Install 120V as needed, install projector mount to structure (w/seismic), install power projector screen on wall, install 2 TV wall mount brackets, wire & install 8 speakers in T-Bar Grid, install XTP cable (w/raceway & boxes) from IDF room to 6 locations in Library, install STP20 cable (w/raceway) from IDF to Scream, install Cat6 from IDF to AV Controller location.

Africanna Center – Install 120V as needed, install power projector mount to structure (w/seismic), install power projection screen on wall, wire & install 2 speakers on wall (each side of screen), install XTP cable (w/raceway & boxes) from projector vault to source location on wall, install STP20 cable (w/raceway) from projector vault to screen, install Cat6 from IDF to projector vault, install Cat6 & STP20 from projector vault to AV controller.

MACK CAFÉ/Conference Room – Install 120V as needed, install TV wall mount bracket, install 15' HDMI cable (raceway & box) from source to TV, install STP20 cable (w/raceway & box) from controller to TV.

**** Active components, cable & mounts provided by DecoTech, Location of all devices to be determined by owner.**

Engineer's Estimate: **\$95,000**

Project Manager for this project is **John Howell**, who can be reached at **(510) 299-0618**.

This Contract IS NOT subject to prequalification pursuant to Public Contract Code section 20111.6.

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 Programs > Facilities Planning & Management Department > For Contractors and Developers > Bids and Requests for Proposals > Bid Information > 2016 PLA – Project Labor Agreement.

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.

Contract Documents will be sent via email to all prospective bidders or email Sherri McDonald to request a copy at: sherri.mcdonald@ousd.org.

OAKLAND UNIFIED SCHOOL DISTRICT
McClymonds High School
Intensive Support Site Phase III
Project No. 15106
October 9, 2019

NOTICE TO BIDDERS
DOCUMENT 00 11 12-1

If you have questions regarding the OUSD Project Labor Agreement Requirements (PLA), please call Maribel Alejandre at 510-835-7603 or email maribel@davilliersloan.com

If you have questions regarding the OUSD Local Business Requirements, please call Lupe Serrano at 510-593-8224 or email- lupe@llusterassociates.com also call Monica Rice at 510-827-0267 email – monica@llusterassociates.com

The Contract Time shall be **Seventy (70)** calendar days, and liquidated damages for delay shall accrue. 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 **Thursday, October 24, 2019 until 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.

Mandatory site visit will be held on Thursday, October 17, 2019, at 10:00 a.m., located at: McClymonds High School. 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.

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 **C10 - Electrical Contractor** 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 Dollar (\$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.

Advertisement date: October 11, 2019

OAKLAND UNIFIED SCHOOL DISTRICT
McClymonds High School
Intensive Support Site Phase III
Project No. 15106
October 9, 2019

**NOTICE TO BIDDERS
DOCUMENT 00 11 12**



Sherri McDonald <sherri.mcdonald@ousd.org>

CUPCCAA - MC CLYMONDS HS ISS, PHASE III - SPECIFICATIONS

1 message

Juanita Hunter <juanita.hunter@ousd.org>

Fri, Oct 11, 2019 at 9:49 AM

To: Greg Steele <gregs@comtelsys.com>, Vic M Zamora <vicmzamora@ddesigncom.com>, info@gillselectric.com, Manny Hernandez <manny@rayselectric.net>, Leo Gvozdez <leo@rookelectric.com>, "summerhillelectricinc@yahoo.com" <summerhillelectricinc@yahoo.com>, "mmzamora (mmzamora@tuluminnoveng.com)" <mmzamora@tuluminnoveng.com>
Cc: Sherri McDonald <sherri.mcdonald@ousd.org>

Hello Prospective bidders,

The District is inviting your firm to submit a bid for the above mentioned project, to bid as follows:

PROJECT NAME: MCCLYMONDS HS ISS PHASE III
PROJECT NO.: 15106

SITE VISIT: THURSDAY, OCTOBER 17, 2019 @ 10:00 A.M.
BID DUE DATE: THURSDAY, OCTOBER 24, 2019 @ 2:00 P.M.

A COPY OF THE BID SPECIFICATIONS WILL BE SENT VIA EMAIL FOR YOUR REFERENCE. ALSO PLEASE COMPLETE THE ATTACHED CUPCCAA REGISTRATION FORM AND RETURN TO MY ATTENTION ASAP!

IF YOU HAVE ANY QUESTIONS REGARDING THIS PROJECT, PLEASE CONTACT PROJECT MANAGER, JOHN HOWELL AT 510-299-0618.

REGARDS,

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

2 attachments

00 11 12 Notice to Bidders.pdf
153K

CUPCCAA Registration Form - 2019.pdf
205K

Oakland Unified School District
Facilities Planning and Management

Project: McClymonds ISS Phase III **Meeting Date:** Thursday, October 17, 2019 @ 10:00 a.m.
Project Manager: John Howell, john.howell@ousd.org **Place/Room:** FRONT ENTRANCE

Please sign your name legible and Email address. Leave a business card to allow us to better serve you.

Name	Company	Address	Phone	Room	Business Card
John Howell	OUSD -	955 High Street	510-299-0618	PM	john.howell@ousd.org
Monica Rice	L. Luster & Associates	212 9th Street, Ste. 309 Oakland, CA	510-827-0267	LBU	monica@lusterassociates.com
Maribel Alejandre	Davillier-sloan, Inc	1630 12 th Street Oakland, CA	510-835-7603	PLA	maribel@davillier-sloan.com
Lupe Serrano	L. Luster & Associates	212 9th Street, Ste. 309 Oakland, CA	510-303-7587	LBU	lupe@lusterassociates.com
Juanita Hunter	OUSD	955 High Street	510-535-7044	Bids	juanita.hunter@ousd.org
James Brumwell	Travis Electric	4111 Rendleton Way	510-577-7400		James Brumwell Travis Electric Inc
Louis Sumnerhill	Sumnerhill Electric Inc	5230 E-12th DT. OAKLAND	510-936-1685		Sumnerhill Electric Inc ayathos.com
DAVID DICKSTEIN	DECOTECH	1180 MT Diablo WAVENUT CA 94596	925 954-1520	PM	David@decotech.com



8135 Capwell Dr.
Oakland, CA 94621
Phone: 510.632.0650
Fax: 510.632.8999

C.L. # 785247
510-773-0683
acastr@signcom.com



Project: McClymonds High School Intensive Support Site, Phase III

Date: 10/29/2019

Customer: Oakland Unified School District
Attn: John Howell

DecoTech Systems is pleased to provide our proposal for the audio-visual systems at the McClymonds H.S Library.

Bid Section Information

DecoTech will provide installation and materials per plans and specs for the following Low-Voltage systems:

- **Document 00 11 12 Specifications**
- **Drawing A302 with Audio-Visual Markups**

Scope of Work (provided and installed by DecoTech Systems)

Library:

Provide & Install power projection screen in ceiling grid (w/seismic) with 120V Power
Provide & Install projector mount to structure (w/seismic),
Provide & Install 2 TVs with wall mount brackets
Provide & Install 8 speakers in T-Bar Grid and speaker cabling to IDF
Provide & Install XTP cable (w/raceway & boxes) from IDF room to 6 locations in Library
Provide & Install STP20 cable (w/raceway) from IDF to ceiling screen
Provide & Install Cat6 from IDF to AV Controller location.

Africanna Center:

Provide & Install 120V as needed, install power projector mount to structure (w/seismic)
Provide & Install power projection screen on wall
Provide & Install 2 speakers on wall (eachside of screen)
Provide & Install XTP cable (w/raceway & boxes) from projector vault to source location on wall
Provide & Install STP20 cable (w/raceway) from projector vault to screen,
Provide & Install Cat6 from IDF to projector vault
Provide & Install Cat6 & STP20 from projector vault to AV controller.

MACK CAFÉ'/Conference Room:

Provide & Install 1 TV with wall mount brackets with 120V Power
Provide & Install 12' HDMI cable (raceway & box) from source to TV,
Provide & Install STP20 cable (w/raceway & box) from controller to TV.

DecoTech will warrant our workmanship for one year and equipment for the life of the manufacturer's warranty.

Exclusions

Payment and performance bonds
Fees and permits

Base Price:

Labor:	Forty-Four Thousand Four Hundred Dollars - \$44,400.00
Material:	Forty-Four Thousand Nine Hundred Twenty-Six and 35/100 - \$44,926.35
Total:	Eighty-Nine Thousand Three Hundred Twenty-Six and 35/100 \$89,326.35

(All prices include sales tax and ground freight)

Quoted by: David Dickstein, RCDD CTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2019

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 Nixon Insurance Agency aff. of Atlantic-Pacific Ins. 396 Civic Drive, #A Pleasant Hill, CA 94523 Chris Nixon, CIC, CPCU	925-521-1601	CONTACT NAME: Nancy Scrimshire, CIC, CPIW PHONE (A/C, No, Ext): 925-521-1601 FAX (A/C, No): E-MAIL ADDRESS: nscrimshrie@nixoninsuranceagency.com
	INSURER(S) AFFORDING COVERAGE	
INSURED DecoTech Systems, Inc. Dave Dickstein 1180 Mt. Diablo Blvd. Walnut Creek, CA 94596	INSURER A:	Sentinel Ins Company Ltd NAIC # 11000
	INSURER B:	Trumbull Insurance Company 00914
	INSURER C:	Hartford Accident & Indemnity 22357
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES CERTIFICATE NUMBER: 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 INSR	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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		57UUNZC8139	09/02/2019	09/02/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			57UUNZC8139	09/02/2019	09/02/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			57RHUZC8175	09/02/2019	09/02/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WEZR6845	07/01/2019	07/01/2020	<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)
RE: McClymonds Intensive Support Site Project

Certificate holder & Architect are added as Additional Insured as respects General Liability coverage per HG0001 attached.

CERTIFICATE HOLDER OAKLA27 Oakland Unified School District 1000 Broadway #440 Oakland, CA 94607	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 
--	--

have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an Insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, 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 the failure to render any professional services by or for you, 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.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	McClymonds Intensive Support Site Project	Site	303
---------------------	---	-------------	-----

Basic Directions

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

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

Contractor Information

Contractor Name	Deco Tech Systems	Agency's Contact	David Dickstein				
OUSD Vendor ID #	New	Title	Owner				
Street Address	1180 Mt. Diablo Blvd	City	Walnut Creek	State	CA	Zip	94596
Telephone	925-954-1520	Policy Expires					
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 type="checkbox"/> No				
OUSD Project #	15106						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-12-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-11-2020
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$95,000.00	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
9799/9649	Fund 21, Measure B	210-9799-0-9649-8500-6274-303-9180-9901-9999-99999	6274	\$95,000.00

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.	Director, Facilities Planning and Management				
	Signature	Date Approved	11/15/19		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	11/15/19		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	11/15/19		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			