

Board Office Use: Legislative File Info.	
File ID Number	18-2417
Introduction Date	12-12-2018
Enactment Number	18-1817
Enactment Date	12/12/18 os



Memo

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

Board Meeting Date 12-12-2018
Subject Amendment No. 1 to A CONSTRUCTION SERVICES AGREEMENT
Contractor: Digital Design Communications
Services For: Fruitvale Elementary School Fire Alarm Project

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 1 to A CONSTRUCTION SERVICES AGREEMENT between Oakland Unified School District and Digital Design Communications, Oakland, for the latter to

No Change to Scope of work. Amendment is for extension to contract end date. Continue to provide installation services of new Fire Alarm System.

for the period of 8-9-2018 through 12-31-2019 in an amount not to exceed 796,800.

Prior Contract The Agreement was previously approved by the Board on 8-8-2018 (Enactment No. 18-1291).

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

Competitively Bid Was this contract competitively bid? Yes
If no, exception:

Fiscal Impact Funding resource(s): Fund 21, Measure B

Attachments

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

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AMENDMENT NO. 1 TO
A CONSTRUCTION SERVICES AGREEMENT

This Amendment amends _____ A CONSTRUCTION SERVICES AGREEMENT _____ between Oakland Unified School District (OUSD) and Digital Design Communications (Contractor) entered into on 8-9-2018 (OUSD Enactment No. 18-1291). The parties agree to amend that Agreement as follows:

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

2. Term (duration): The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term began on 8-9-2018 and expires on 1-31-2019. The parties agree to extend the contract through 12-31-2019.

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

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Amiee Eng 12/13/18
 _____ Date
 President, Board of Education
 Superintendent
 Chief or Deputy Chief

[Signature] 12/13/18
 _____ Date
 Secretary, Board of Education

CONTRACTOR
[Signature] 11/6/18
 _____ Date
 Contractor Signature

 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY Me

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

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager	<u>[Signature]</u>		11/13/18
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief	<u>[Signature]</u>		
5. Legal (if increase takes contract above \$90,200)	<u>[Signature]</u>		11/19/18
6. Superintendent, Board of Education	Signature on the legal contract		

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

Please select:

Action Item included in Board Approved SPSA (no additional documentation required)—Item Number: _____

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- a. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
- b. Meeting announcement for meeting in which the SPSA modification was approved.
- c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- d. Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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



AMENDMENT ROUTING FORM 2018-2019

Amendment No. 1 to A CONSTRUCTION SERVICES AGREEMENT

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

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

Compensation and Terms					
Current Contract Amount	\$796,800.00	OUSD Vendor ID #	001380	Start Date of Original Contract	8-9-2018
Amount of Increase	0	Original PO #		Current Term End Date	1-31-2019
Amount of Decrease		New Requisition #		New Term End Date*	12-31-2019
New Total Contract Amount	796,800	% Change		*Must be no more than five years from the start date	

Budget Information (If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition)			
Requisition No.	Budget Number	Resource Name	Amount
	210-9399-0-9668-8500-6274-117-9180-9901-9999-99999	9399-9668	\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Contract History			
	OUSD Enactment #	Exact Name of Contract	Contract Amount
Agreement	18-1291	Fruitvale Elementary School Fire Alarm	\$796,800.00
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Revised Contract Amount

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

Approval and Routing (in order of approval steps)			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			11/17/18
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief			
5. Legal (if increase takes contract above \$90,200)			11/19/18
6. Superintendent, Board of Education	Signature on the legal contract		

Procurement-Date Received: _____

THIS FORM IS NOT A CONTRACT

Board Office Use: Legislative File Info.	
File ID Number	18-1620
Introduction Date	8-8-2018
Enactment Number	18-1291
Enactment Date	8/8/18 lf



OAKLAND UNIFIED
SCHOOL DISTRICT
P.O. Box 100000, Oakland, CA 94621-0000

Memo

To Board of Education

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

Board Meeting Date August 8, 2018

Subject Award of Bid and Agreement- Digital Design Communications -Fruitvale Elementary School Fire & Intrusion Alarm Project

Action Requested Approval by the Board of Education of Resolution No. 1718-0141, Award of Bid Agreement and Construction Contract on behalf of the District to Digital Design Communications, Oakland, CA, for the Fruitvale Elementary Fire & Intrusion Alarm Project, in the amount of \$796,800.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: (175) days Calendar Days, commencing August 9, 2018, and ending on January 31, 2019.

Discussion Services required for fire alarm replacement.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Resolution No. 1718-0141, Award of Bid Agreement and Construction Contract on behalf of the District to Digital Design Communications, Oakland, CA, for the Fruitvale Elementary Fire & Intrusion Alarm Project, in the amount of \$796,800.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: (175) days Calendar Days, commencing August 9, 2018, and ending on January 31, 2019.

Fiscal Impact Fund 21, Measure B

Attachments

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



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

RESOLUTION NO. 1718-0141

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE FRUITVALE ELEMENTARY SCHOOL FIRE & INTRUSION ALARM
PROJECT**

WHEREAS, the District has heretofore requested bids, for replacing the existing fire alarm system with a new fire alarm system in accordance with applicable codes and OUSD standards.

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

Contractor:	Location	Bid Amount
Digital Design Communications	Oakland, CA	\$796,800.00

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

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **DIGITAL DESIGN COMMUNICATIONS** for the performance of the bid work, in the amount of **SEVEN HUNDRED, NINETY-SIX THOUSAND, EIGHT HUNDRED DOLLARS (\$796,800.00)** shall be and is hereby accepted; all other bids are rejected, if any; and



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

RESOLUTION NO. 1718-0141

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE FRUITVALE ELEMENTARY SCHOOL FIRE & INTRUSION ALARM PROJECT**

Page 2 of 2

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

Passed by the following vote:

PREFERENTIAL AYES: None

PREFERENTIAL NOES: None

YEA: Jody London, Nina Senn, Roseann Torres, Shanthi Gonzales,
James Harris, Vice President Jumoke Hinton Hodge and
President Aimee Eng

NOES: None

ABSENT: Student Directors Josue Chavez and Yota Omo-Sowho

ABSTAINED: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on **August 8, 2018**.

A handwritten signature in black ink, appearing to read "Kyla Johnson-Trammell".

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

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **5th** day of **June 2018**, by and between the Oakland Unified School District (“District” or “Owner”) and **Digital Design Communications**. (“Contractor”) (“Agreement”).

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

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

PROJECT: **Fruitvale Elementary Fire & Intrusion Alarm Replacement**

PROJECT NO.: **15125**

RESOLUTION NUMBER: **1718-0141**

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

2. **The Contract Documents:**

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

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

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **175** consecutive calendar days (“Contract Time”) commencing **August 9, 2018**, and concluding no later than **January 31, 2019**, from the date specified in the District's Notice to Proceed. The District shall not

entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

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

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

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

Seven hundred Fifty-five thousand, eight hundred No/100 dollars

(\$755,800.00 (Base Contract Amount)

+ \$Forty-one thousand dollars

(\$41,000.00), (Contingency Allowance Amount)

= Seven hundred ninety-six thousand, eight hundred No/100 dollars

(\$796,800.00), ("Contract Price")

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

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

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

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



Tadahsi Nakadegawa
Director of Facilities Planning & Management

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

Dated: _____, 20__

Dated: June 5, 20 18

OAKLAND UNIFIED SCHOOL DISTRICT

Digital Design Communications CONTRACTOR

By: _____

By: Victor M. Zamora

Print Name: Aimee Eng

Print Name: Victor M. Zamora

Print Title: President, Board of Education

Print Title: President

By: _____

Print Name: Kyla Johnson-Trammell, Superintendent


Print Title: Secretary, Board of Education

By: 

Print Name: Timothy White

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

Approved as to Form:

By: 

Print Name: Marion McWilliams

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

f



June 5, 2017

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

Juanita,

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

If you need anything else, please let us know.

Thank you,



Victor Zamora

President

Digital Design Communications

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Digital Design Communications

Project: Fruitvale ES Fire Alarm

Project #: 15125

Estimate: \$414,000

Date: Wednesday, May 28, 2018

Time: 2:00 pm

Project Mgr: Nicole Wells

Architect: Jensen Hughes

Based Bid

\$ 755,800.00

Verified Local Business Participation

3.0%

\$ 22,674.00

Based Bid W/ LBP Discount

\$ 733,126.00

LBU Credit Based on Policy:

65%

This firm does meet the minimum
50% LBU requirement and receives
3% bid discount toward its based
bid

	LBE	SLB	SLBR	COMMENTS:
Company: Digital Design Communications				
Address: 8128 Capwell Drive				1
City/State: Oakland, CA	60.2%			2
Phone: (510) 632-0650				3
				4
Company: UWA Electric				
Address: 2737 Seminary Avenue		16.61%		1
City/State: Oakland, CA				2
Phone: (510) 543-6886				3
				4
Company: Tulum Sysytems				
Address: 3101 Hyde Street				1
City/State: Oakland, CA		23.15%		2
Phone: (510) 773-1833				3
				4

TOTAL PARTICIPATION

60.24%

39.76%

0.00%

100.00%



APPROVAL- LBU Compliance Officer

* Total LBU % Proposed

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Fruitvale Elementary School
 Project: Fire & Intrusion
 Project #: 15125
 Estimate: \$414,000

Date: Wednesday, May 23, 2018
 Time: 2:00 PM
 Project Mgr: Nicole Wells
 Architect: Jensen Hughes

Signature of Witness to Bid Karen Bullock

Signature of Bid Opener

Company:	Digital Design Communications	Base Bid:	\$755,800.00	Required Day of Bid:	
Address:	8128 Capwell Drive	Allowance:	\$41,000	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$796,800.00	Addendum Acknow.	X
Phone:	510-632-0650	Alternates:		Bid Bond	X
Fax:	510-632-6999			Non-Collusion	X
				Iran Contracting Certificatoin	N/A
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:59 PM	5/24/2018	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	5/24/2018	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X
Company:					
Address:		Base Bid:		Required Day of Bid:	
City/State:		Allowance:	\$41,000.00	Signed Bid Form	
Phone:		TOTAL:		Addendum Acknow.	
Fax:		Alternates:		Bid Bond	
				Non-Collusion	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Iran Contracting Certification	
				Site Visit Certification	
				Contractor's Sub List	
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
Company:					
Address:		Base Bid:		Required Day of Bid:	
City/State:		Allowance:	\$41,000.00	Signed Bid Form	
Phone:		TOTAL:		Addendum Acknow.	
Fax:		Alternates:		Bid Bond	
				Non-Collusion	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Iran Contracting Certification	
				Site Visit Certification	
				Contractor's Sub List	
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
Company:					
Address:		Base Bid:		Required Day of Bid:	
City/State:		Allowance:	\$41,000.00	Signed Bid Form	
Phone:		TOTAL:		Addendum Acknow.	
Fax:		Alternates:		Bid Bond	
				Non-Collusion	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Iran Contracting Certification	
				Site Visit Certification	
				Contractor's Sub List	
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	

BID FORM AND PROPOSAL

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

From: Digital Design Communications
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **15125**

PROJECT: Fruitvale Elementary Fire and Intrusion

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

<u>Seven hundred fifty five thousand eight hundred</u>	dollars	\$ <u>755,800.00</u>
Base Bid Amount		
<u>Forty-One thousand</u>	dollars	\$ <u>41,000.00</u>
Contingency Allowance Amount		
<u>Seven Hundred ninety six thousand eight hundred</u>	dollars	\$ <u>796,800.00</u>
Total Bid Amount		
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>		

Additive/Deductive Alternates:

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

Additional Detail Regarding Calculation of Base Bid

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

SCHEDULE OF UNIT PRICES

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

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

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

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

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

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

No. <u>1</u> , Dated <u>5/2/2018</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>5/11/2018</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

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

OAKLAND UNIFIED SCHOOL DISTRICT
 Fruitvale Elementary School
 Fire and Intrusion Alarm
 Project No. 15125
 May 2, 2018

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-4**

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

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

Dated this 23rd day of May 20 18

Name of Bidder: Digital Design Communications

Type of Organization: Electrical Contractor

Signed by: 

Title of Signer: President

Address of Bidder: 8128 Capwell Dr. Oakland, Ca. 94621

Taxpayer Identification No. of Bidder: 94-3346238

Telephone Number: 510-632-0650

Fax Number: 510-632-6999

E-mail: viczamora@ddesigncom.com Web Page: http://www.ddesigncom.com/

Contractor's License No(s): No.: 785247 Class: C-10 Expiration Date: 10/31/2018

No.: 785247 Class: B Expiration Date: 10/31/2018

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000002624

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Fire and Intrusion Alarm
Project No. 15125
May 2, 2018

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-6 f

SITE VISIT CERTIFICATION

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

PROJECT: **Fruitvale Elementary Fire and Intrusion Alarm**

Check option that applies:

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

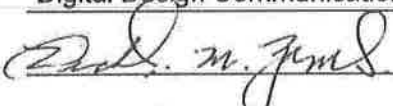
I certify that Dean Kuersten (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work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

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

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

Date: 5/23/2018

Proper Name of Bidder: Digital Design Communications

Signature: 

Print Name: Victor M. Zamora

Title: President

END OF DOCUMENT

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

The undersigned declares:

I am the President of Digital Design Communications, the party making the foregoing bid.
[Title] [Name of Firm]

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 23rd, 2018,
[Date]

at Oakland, Ca.
[City] [State]

Date: 5/23/2018

Proper Name of Bidder: Digital Design Communications

Signature: 

Print Name: Victor M. Zamora

Title: President

END OF DOCUMENT

DOCUMENT 00 61 13.13

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Fruitvale Elementary Fire & Intrusion Alarm Replacement

("Project" or "Contract") which Contract dated June 5th, 2018, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

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

Seven Hundred Ninety Six Thousand Eight Hundred and no cents

Dollars (\$ 796,800.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Fire and Intrusion Alarm Replacement
Project No. 15125
May 2, 2018

PERFORMANCE BOND
DOCUMENT 00 61 13.13-1

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

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety 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.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 20th day of June, 2018.

Digital Design Communications

Principal

By 

Developers Surety and Indemnity Company

Surety

By:  Brad Bahl, Attorney-in-Fact

R.C. Fischer & Co.

Name of California Agent of Surety

1301 Ygnacio Valley Rd, Walnut Creek CA 94598

Address of California Agent of Surety

925-627-5483

Telephone No. of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT

Fruitvale Elementary School
Fire and Intrusion Alarm Replacement
Project No. 15125
May 2, 2018

**PERFORMANCE BOND
DOCUMENT 00 61 13.13-2**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

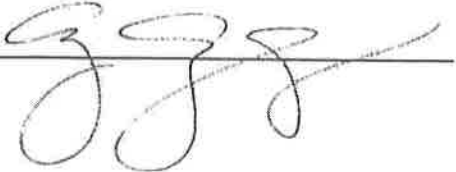
County of Contra Costa

On 6/20/18 before me, Amy Gregory, Notary Public, personally appeared Brad Bahl who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature 



Bond # 652806P

Premium: Included in Performance Bond

DOCUMENT 00 61 13.16

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Fruitvale Elementary Fire & Intrusion Alarm Replacement

("Project" or "Contract") which Contract dated June 5th, 2018, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Developers Surety and Indemnity Company ("Surety")

are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Seven Hundred Ninety Six Thousand Eight Hundred and no cents Dollars (\$ 796,800.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Fire and Intrusion Alarm Replacement
Project No. 15125
May 2, 2018

PAYMENT BOND
DOCUMENT 00 61 13.16-1

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

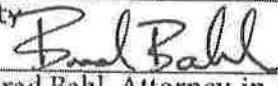
Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of 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, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 20th day of June, 2018.

Digital Design Communications
Principal

By

Developers Surety and Indemnity Company
Surety

By: Brad Bahl, Attorney-in-Fact
R.C. Fischer & Co.
Name of California Agent of Surety
1301 Ygnacio Valley Rd, Walnut Creek CA 94598
Address of California Agent of Surety
925-627-5483
Telephone No. of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Fire and Intrusion Alarm Replacement
Project No. 15125
May 2, 2018

**PAYMENT BOND
DOCUMENT 00 61 13.16-2**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

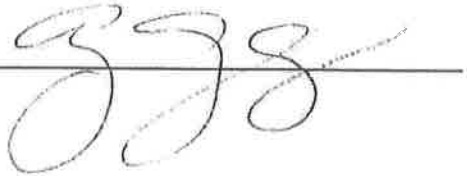
County of Contra Costa

On 6/20/18 before me, Amy Gregory, Notary Public, personally appeared Brad Bahl who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature 



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

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

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

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

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

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

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

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

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

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



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

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 20th day of June, 2018.

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2018

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 Management Services, Inc. 600 Hampshire Rd Ste 150 Westlake Village CA 91361	CONTACT NAME: PHONE (A/C, No., Ext): 805-495-4634	FAX (A/C, No): 805-494-0781
	E-MAIL ADDRESS: Jennifer_Balek@ajg.com	
INSURED Digital Design Communications 8135 Capwell Dr. Oakland CA 94621	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Specialty Insurance Company	NAIC # 12537
	INSURER B: Financial Indemnity Company	NAIC # 19852
	INSURER C: Oak River Insurance Company	NAIC # 34630
	INSURER D: Hartford Fire Insurance Company	NAIC # 19682
	INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 393756220

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		U17AC97418-01	4/15/2018	4/15/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			388638302	9/4/2017	9/4/2018	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	DIWC609800	9/1/2017	9/1/2018	<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
D	Commercial Inland Ma			72UUMKB7646	1/28/2018	1/28/2019	Rented Equip	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Fruitvale Elementary Fire and Intrusion Alarm Replacement Job#15125. Oakland Unified School District and its directors, officers, employees, agents and representatives are included as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 955 High Street
 Oakland CA 94601

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fruitvale Elementary School Fire & Intrusion Alarm Project	Site	117
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Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.	
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Digital Design Communications	Agency's Contact	Victor Zamora		
OUSD Vendor ID #	V050159	Title	Project Manager		
Street Address	8135 Capwell Drive	City	Oakland	State	CA Zip 94621
Telephone	510-632-0650	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	15125				

Term

Date Work Will Begin	8-9-2018	Date Work Will End By <small>(not more than 5 years from start date)</small>	1-31-2019
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$796,800.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
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
9599	Fund 21, Measure B	1179901890	6271	\$796,800.00

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	7/10/18		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	7/13/18		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	7/10/18		
4.	Senior Business Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

