

Board Office Use: Legislative File Info.	
File ID Number	18-0104
Introduction Date	2-14-2018
Enactment Number	18-0204
Enactment Date	2-14-18 <i>af</i>



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students

Memo

To Board of Education

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

Board Meeting Date February 14, 2018

Subject Construction Work for Construction Services less than \$45,000 Awarded Pursuant to CUPCAA, Contract No. 15103 - Rook Electric- Brookfield ISS Entrance System Project

Action Requested Approval by the Board of Education of a Construction Work for Construction Services less than \$45,000, Awarded Pursuant to CUPCAA, Contract No. 15103-between the District and Rook Electric, Oakland, CA, for the latter to provide installation services of a video intercom and CCTV camera system for main entrance, in conjunction with the Brookfield ISS Entrance System Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing February 15, 2018 and concluding no later than March 15, 2018 in an amount not-to exceed \$19,320.00.

Discussion Vendor will install a video CCTV camera system for security purposes.

LBP (Local Business Participation Percentage) 57.00%

Recommendation Approval by the Board of Education of a Construction Work for Construction Services less than \$45,000, Awarded Pursuant to CUPCAA, Contract No. 15103-between the District and Rook Electric, Oakland, CA, for the latter to provide installation services of a video intercom and CCTV camera system for main entrance, in conjunction with the Brookfield ISS Entrance System Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing February 15, 2018 and concluding no later than March 15, 2018 in an amount not-to exceed \$19,320.00.

Fiscal Impact Fund 21, Measure J

Attachments

- Construction Work (CUPCAA) including scope of work
- Certificate of Insurance
- Contractor Proposal
- Payment and Performance Bonds



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 18-0104

Department: Facilities Planning and Management

Vendor Name: Rook Electric

Project Name: Brookfield Intensive Support Site Project No.: 15103

Contract Term: Intended Start: 2/15/2018 Intended End: 3/15/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$19,320.00

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 Vendor selected?

Summarize the services this Vendor will be providing.

Installation of a video intercom and a CCTV camera system on the school's main entrance

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

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

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

CONSTRUCTION WORK – CUPCCAA
(Less than \$45,000)

CONTRACT NUMBER 15103

THIS CONTRACT is made and entered into and upon Board of Education approval as indicated below ("Contract"), by and between **Rook Electric** ("Contractor") and Oakland Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Price & Services.** The Contractor shall furnish to the District for a total price of **NINETEEN THOUSAND, THREE HUNDRED TWENTY DOLLARS AND FIFTY CENTS (\$19,320.00)** ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

Scope of work to include installation of a video intercom and a CCTV camera system on the school's main entrance.

2. **Site.** Contractor shall perform the Work at **Brookfield Elementary School** ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
3. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
4. **Contract Time & Liquidated Damages.** Work shall be completed within **(30)** consecutive calendar days ("Contract Time") commencing **February 15, 2018** and concluding no later than **March 15, 2018**, from the date specified in the District's Notice to Proceed following Board of Education approval. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **One Thousand Dollars (\$1,000.00)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
5. **Bonds, Certificates, Endorsements.** Contractor shall not commence the Work under this Contract until Contractor has submitted and District has approved the performance bond, payment (labor and material) bond(s), the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by the District and/or the individual(s) retained by the District in accordance with Title 24 of the California Code of Regulations to monitor and inspect the Project ("Project Inspector"), and/or the District's retained architect(s) for the Project, and/or District's construction / project managers for the Project. The architect for the Project is **N/A**("Architect") and the project manager on the Project is **Richard Rogers** ("Project Manager").
7. **Terms and Conditions.** This Contract incorporates by this reference the Terms and

Conditions attached hereto. The Contractor, by executing this Contract, agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents include the following documents, as legally required:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Bid Form and Proposal | <input checked="" type="checkbox"/> Lead-Product(s) Certification |
| <input checked="" type="checkbox"/> Notice to Proceed | <input checked="" type="checkbox"/> Debarment Certification |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| <input checked="" type="checkbox"/> Prevailing Wage Certification | <input type="checkbox"/> Performance Bond |
| <input checked="" type="checkbox"/> Workers' Compensation Certification | <input type="checkbox"/> Payment Bond |
| <input checked="" type="checkbox"/> Non-collusion Affidavit | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work") Plans |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification | <input type="checkbox"/> Work Specifications |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | <input type="checkbox"/> [Other] _____ |
| <input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification | |

9. **Warranty.** Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.

10. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

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



Cesar Monterrosa
Director of Facilities Planning & Management

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

Ahmed Eng 2-14-18
Ahmed Eng Date
President, Board of Education

Kyle Johnson Trammell 2-14-18
Kyle Johnson Trammell, Superintendent & Secretary, Board of Education Date

Joe Dominguez _____ Date
Joe Dominguez, Deputy Chief, Facilities Planning and Management

APPROVED AS TO FORM:

Naia Abouin 1/22/18
OUSD Facilities Legal Counsel Date

CONTRACTOR

Leo Grozdev 1/3/17
Date

Information regarding Contractor:

Contractor: Rook Electric
License No.: 999777 C-10
Address: 8055 Collins Dr Ste 210
Oakland CA 94621
Telephone: 510 250 3811
Facsimile: N/A
E-Mail: leo@rookelectric.com

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: CA
 Limited Liability Company
 Other: _____

46-4642595 :
Employer Identification and/or
Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

File ID Number: 18-0104
Introduction Date: 2-14-18
Enactment Number: 18-0204
Enactment Date: 2-14-18
By: _____

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE (L/SL/SLRBE) PROGRAM:** Contractor shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Contract. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
5. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify the name, the location of the place of business, the California contractor license number, and kind of work of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
6. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
7. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving on school

grounds, particularly when children are present.

8. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
9. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
10. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
11. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

12. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among

Contract #6: Construction Work – CUPCAA (Less than \$45,000) – OUSD & Rook Electric -
\$19,320.00

Revised 08/01/2016

its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

13. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
14. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
15. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,
16. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
17. **ACCESS TO WORK:** District representatives at all times shall have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
18. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
19. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
20. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
21. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
22. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.
23. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from

the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

24. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety percent (90%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain ten percent (10%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
25. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
26. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
27. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such person, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like

compliance by all its subcontractor(s).

28. **DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.
29. **PAYMENT BOND AND PERFORMANCE BOND (For contracts over \$25,000):** Contractor shall not commence the Work until it has provided to the District a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
30. **CONTRACTOR'S INSURANCE:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance: **Commercial General Liability insurance:** \$1,000,000 for each occurrence and general aggregate with Products and Completed Operations Coverage; **Automobile Liability – Any Auto:** combined single limit of \$1,000,000; **Excess Liability insurance:** \$2,000,000; **Workers Compensation:** Statutory limits; and **Employers' Liability:** \$1,000,000. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.
31. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
32. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in

writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

34. **DISPUTES:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims over Three Hundred Seventy-Five Thousand Dollars (\$375,000), which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- Notice of the demand for arbitration of a dispute shall be filed in writing with the other Party.
 - The demand for arbitration of any claim of over Three Hundred Seventy-five Thousand Dollars (\$375,000) shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.
35. **LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the Parties agree as follows:
- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 - District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
 - Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
 - Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
 - Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).
 - Copies of the prevailing rate of per diem wages are on file with the District.
 - Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
36. **CERTIFIED PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep

accurate certified payroll records of employees and shall make them available to the District immediately upon request.

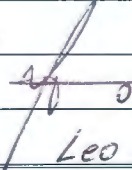
37. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.
38. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.
39. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
40. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
41. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
42. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
43. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

EXHIBIT "A" ("SCOPE OF WORK")

[INCLUDE/ATTACH A DETAILED SCOPE OF WORK (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: 1/3/17
Proper Name of Contractor: Rook Electric
Signature: 
Print Name: Leo Gvozdev

Contract #6: Construction Work - CUPCAA (Less than \$45,000) - OUSD & Rook Electric - \$19,320.00



Rook Electric
 8055 Collins Dr. Ste 210
 Oakland, CA 94621

Tel: 510-250-3811
 E: leo@rookelectric.com
 Lic No.: 999777 (C-10)

PROPOSAL

Date: 10/25/2017

Proposal No.: 37161

Billing Address:

Oakland Unified School District
 955 High Street
 Oakland, CA 94601

Premise Address:

Brookfield Elementary
 401 Jones Avenue
 Oakland, CA 94603

Base Bid Scope:

1. Provide an AIPhone IX-MV master and a IX-DA door station.
2. Provide power supplies, conduit, wire (Cat6A) and materials.
3. Provide a Dell R230 server with a 12TB harddrive
4. Provide Milestone Xprotect software with 1 camera license
5. Provide an IP camera in the lobby with Cat6A wire
6. Provide 2 additional AIPhone IX-MV master stations.
7. Provide power supplies, conduit, wire (Cat6A) and materials.
8. Installation labor
9. Provide Bonding for the project.
10. Provide programming and training.
11. Shipping and sales tax are included in all material estimates.
12. One year warranty.

Exclusions:

- A. OUSD must provide and configure 4 ports on the network for a CCTV VLAN.

Acceptance of proposal:

I accept the above proposal and authorize Rook Electric to proceed with this proposal. I will make payment for these services as outlined above.

Base Bid Approval:

Signature: _____ Print: _____ Date: _____



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: *Rook Electric*
Project: *Brookfield ES Video Intercom*
Project #:
Estimate: \$ *\$19,320*

Date: *11/1/17*
Time:
Project Mgr: *Richard Rogers*
Architect: *N/A*

Based Bid \$ *19,320* -
Verified Local Business Participation \$ *11,000* -
Based Bid W/ LBP Discount \$ -

	Contract Dollar Amount	LBE	SLBE	SLBRE	COMMENTS:
PRIME: <i>Rook Electric</i> Address: <i>8055 Collins Dr ste 210</i> City/State: <i>Oakland CA 94621</i> Phone:() <i>510 250 3811</i>	<i>\$8,320</i>				1 2 3 4
Company: <i>Summerhill Electric</i> Address: <i>5320 E. 12th St</i> City/State: <i>Oakland, CA 94605</i> Phone:(510) <i>536-1685</i>	<i>\$11,000</i>		<i>57%</i>		1 <i>Material and equipment</i> 2 <i>Purchase order</i> 3 <i># 3657</i> 4
Company: Address: City/State: <i>Oakland, CA</i> Phone:(510)					1 2 3 4
Company: Address: City/State: <i>Oakland, CA</i> Phone:(510)					1 2 3 4

TOTAL PARTICIPATION			<i>57%</i>	
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APPROVAL- LBU Compliance Officer



CERTIFICATE OF LIABILITY INSURANCE

ROOKE-1

OP ID: JM

DATE (MM/DD/YYYY)

01/11/2018

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 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 Bone, Robertson & McBride, Inc 1255 Treat Blvd, Ste 100A Walnut Creek, CA 94597 John Hillman	CONTACT NAME: John Hillman	
	PHONE (A/C, No, Ext): 925-674-1000	FAX (A/C, No): 925-674-0188
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Colony Ins Co		39993
INSURER B : State Compensation Ins Fund		35076
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Rook Electric
PO Box 5323
Pittsburg, CA 94565

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER: 1**


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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		101 GL0042373-02	12/21/2017	12/21/2018	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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	9149203-2017	12/22/2017	12/22/2018	<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

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

Re: Contract #13126. Oakland Unified School District and its directors, officers, employees, agents and representatives are included as additional insured as respects General liability, coverage is primary. Please see attached "disclosure" page.

CERTIFICATE HOLDER**CANCELLATION**

OAKLAN1 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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INFORMATION REGARDING THIS CERTIFICATE OF INSURANCE

We have been instructed by the "First Named Insured" to issue a Certificate of Insurance only for those policy numbers listed on the reverse side of this form. **This Certificate is issued "as a matter of information only" and does not supersede any Insurance Company cancellations, exclusions or limitations and is not a contract between you and any Named Insureds or Bone, Robertson & McBride, Inc. (The Certificate Holder is warned that it is not entitled to rely on the Certificate itself for insurance coverage).** Please note that if listed below and unless it is indicated to the contrary on the reverse side of this form, all the following items apply to your interest (if any);

1. Certificate does not state you are an additional insured on the General Liability policy (if any).*
2. Certificate does not state you are an additional insured on the Auto Policy (if any).*
3. Certificate does not state you are an additional insured on the Property Portion of the policy (if any).*
4. Certificate does not state you are an additional insured on the Excess/Umbrella Liability policy (if any).*
5. Certificate does not state you are a loss payee on any of the mentioned policies (if any).*
6. Certificate does not state there is a waiver of Subrogation on the Workers' Compensation, General Liability, Auto, Property or Inland Marine Policy(s), or any policy, in your favor (if any).*
7. Certificate does not state there is any primary insurance coverage and/or a separate per project aggregate amount in your favor, (if any).*
8. Cancellation for non-payment of monies due to keep any policy(s) in force shall be 10 days.
9. As respects the Workers Compensation policy (if any), the insured has a continuous option to include or exclude certain individuals for coverage.
10. Bone, Robertson & McBride, Inc., has issued this Certificate "as a matter of information only" and does not state, warrant or guarantee that any terms and conditions of the policy(s) listed on the reverse side of this form, conform to the Contract requirements between you and the named insured(s). Further, Bone, Robertson & McBride, Inc., disclaims any contractual relationship with you, including this "as a matter of information only" Certificate. You are not entitled to rely on the Certificate itself for Insurance Coverage.

The Insurance Limits shown on the reverse side are only Policy Limits that were in force at the inception of such policy(s) and may have been reduced by claims and occurrences and expenses. Any such reductions have not been stated on the reverse side of this form.

***IMPORTANT! If such status were to be stated on the reverse side of this form; for such potential coverage to be valid, one of the conditions requires that prior to the "Occurrence" a written Contract between the Parties must have been in effect requiring such status and for the specific task(s) to be performed and is not contrary to public policy.**



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Brookfield ISS Entrance System	Site	103
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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
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Contractor Information

Contractor Name	Rook Electric	Agency's Contact	Leo Gvozdev
OUSD Vendor ID #	V064149	Title	Project Manager
Street Address	8055 Collins Dr. Ste. 210	City	Oakland
Telephone	510-250-3811	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94621
OUSD Project #	15103	Policy Expires	
		Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term

Date Work Will Begin	2-15-2018	Date Work Will End By <small>(not more than 5 years from start date)</small>	3-15-2018
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$19,320.00
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
9450	Fund 21, Measure J	1039905892	6427	\$19,320.00

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 <i>[Signature]</i>	Date Approved	1/12/18		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	1/22/18		
3.	Deputy Chief, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved			
4.	Senior Business Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

RECEIVED JAN 16 2018