

Board Office Use: Legislative File Info.	
File ID Number	20-1270
Introduction Date	6-24-2020
Enactment Number	20-1057
Enactment Date	6/24/2020 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date June 24, 2020

Subject Change Order No. 1, Construction Contract - Digital Design Communications - Video Surveillance Maintenance (30) Sites Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Change Order No 1, Between Owner and Contractor for the Video Surveillance Maintenance (30) Sites Project to Digital Design Communications (“Contractor”), Oakland, CA, which consists of replacing the existing switches with new Juniper switches for installed surveillance cameras; in the amount of \$35,526.00 and extension of 479 calendar days, and authorizing the President and Secretary of the Board to sign the Change Order for same with said contractor.

Discussion The scope of work of this Change Order includes replacing existing switches with new Juniper switches for the installation of surveillance cameras. Competitive bidding was not used because the change order price is under the \$60,000 bidding threshold.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Change Order No 1, Between Owner and Contractor for the Video Surveillance Maintenance (30) Sites Project to Digital Design Communications (“Contractor”), Oakland, CA, which consists of replacing the existing switches with new Juniper switches for installed surveillance cameras; in the amount of \$35,526.00 and extension of 479 calendar days, and authorizing the President and Secretary of the Board to sign the Change Order for same with said contractor.

Fiscal Impact Fund 21, Measure J

Attachments

- Change Order
- Scope of work
- Insurance Certificate

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

CHANGE ORDER NO. 01

PROJECT: Video Surveillance Project
Various School

DATE: MAY 4, 2020

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: DIGITAL DESIGN COMMUNICATIONS
8135 Capwell Drive
Oakland, CA 94621

DSA FILE NO.: N/A
DSA APP NO.: N/A_
OUSD PROJECT #: 18105
PROJECT MANAGER: Richard Rogers

If not previously directed, the Contractor is hereby directed to perform the work described in this change order and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs):

New equipment needed to complete project.

This change is for the vendor Digital Design to provide installation and configuration of 13 OUSD provided 48-port new Juniper switches at 12 sites that ran out of port space to complete installation of newly installed cameras at these sites. The other portion is to install 20-052 Cabinets for camera servers, as described in scope of work attached to this change order as Exhibit A (which includes Preliminary Change Order No. 1, Scope of Work For: 20-052 Cabinets for OUSD Servers, and Scope of Work for: 20-051 Juniper switches for OUSD Camera surveillance project – Revised).

OTHER AGREED CHANGES TO THE CONTRACT: None

AGREED ADJUSTMENT TO CONTRACT PRICE FOR THIS CHANGE ORDER: \$35,526.00

AGREED ADJUSTMENT TO CONTRACT TIME FOR THIS CHANGE ORDER: 479 calendar days

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all specific allowances and any general contingency allowance):	\$868,218.00
Total of Prior Change Orders' Adjustments:	+ \$0
Total Contract Price Prior to this Change Order:	= \$868,218.00
This Change Order's Adjustment:	+ \$35,526.00
New Contract Price (including all allowances):	= \$903,744.00

Current Change Order's Percentage of Original Contract Price: 4.09%

Total Change Orders' Percentage of Original Contract Price: 4.09%

NOTE: Any unspent allowance amounts (including any general contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	September 9, 2019
Time extensions granted in prior change orders:	-0- Time
Time extension granted in this change order:	479 Calendar Days

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon approval by the Owner's governing body.

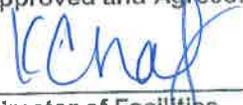
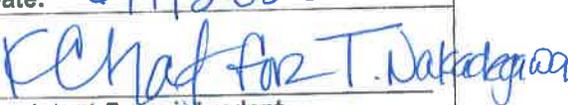
Approved as to Form:



 OUSD Facilities Counsel

5/29/20

 Date

<p>Approved: Architect of Record</p> <p style="text-align: center; font-size: 2em;">N/A</p> <hr/> <p>Date:</p>	<p>Approved and Agreed: General Contractor</p> <p style="text-align: center; font-size: 2em;">  _____ </p> <p>Date: 6/1/2020</p>	<p>Approved and Agreed:</p> <p style="text-align: center; font-size: 2em;">  _____ Director of Facilities </p> <p>Date: 6/1/2020</p> <hr/> <p style="text-align: center; font-size: 2em;">  _____ Assistant Superintendent </p> <p>Date: 6/1/2020</p>
<p>Approved: Electrical or Structural Engineer</p> <p style="text-align: center; font-size: 2em;">N/A</p> <hr/> <p>Date:</p>	<p>Approved: Mechanical Engineer</p> <p style="text-align: center; font-size: 2em;">N/A</p> <hr/> <p>Date:</p>	<p>Approved: Div. of the State Architect</p> <p style="text-align: center; font-size: 2em;">N/A</p> <hr/> <p>Date:</p>



 6/25/2020
 Jody London, President, Board of Education
 Oakland Unified School District



 6/25/2020
 Kyla Johnson Trammell, Secretary, Board of Education
 Oakland Unified School District

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management - Phone 510-535-2728 - FAX 510-535-7040

PRELIMINARY CHANGE ORDER NO. 1

PROJECT: Various
Video Surveillance Project
CONTRACTOR: Digital Design Communications
PROJECT MGR: Richard Rogers

DATE: 4/29/2020
DSA FILE:
DSA APP:
OUSD PROJ: 18105

You are hereby directed to make the indicated change(s) in the Contract. When signed by the Owner and received by the Contractor, this document becomes effective immediately and the Contractor shall proceed as with the changes described below. An official change order shall be issued to follow up on this preliminary change proposal as soon as possible.

CONTRACTOR TO COMPLETE THIS SECTION ONLY

DESCRIPTION:

install 13 provided by 12

This change is for the vendor Digital Design to add new Juniper switches at 13 site that ran out of port space to complete installation of newly installed cameras at these sites. The other portion is to replace existing network racks due to the lack of space to install switches, servers, etc.

CODE: A1 Unforeseen Conditions

REASON:

This change is for the vendor Digital Design to add new Juniper switches at 13 site that ran out of port space to complete installation of newly installed cameras at these sites. The other portion is to replace existing network racks due to the lack of space to install switches, servers, etc.

ATTACHMENTS: Digitals proposal

The proposed basis of adjustment to the Contract Price and Contract Time are as follows:

Amount of Change: [X] ADD [] DEDUCT
[] Lump Sum [] Time / Materials Not To Exceed

Final Price: \$ 36,526.00
Date: 4/29/20

[X] Contractor to proceed with work described herein, cost not to exceed \$35,526; final cost to be determined after review and negotiation.

Time Extension: 45 calendar days

INITIATED BY:

N/A
Architect of Record Date

REVIEWED BY:

[Signature]
Project Manager Date 5/14/20

REVIEWED BY:

N/A
Bond prog. Director Date

ACKNOWLEDGED BY:

[Signature]
Contractor Date 5/27/20

OAKLAND UNIFIED SCHOOL DISTRICT APPROVAL

[Signature]
Director of Facilities Date

[Signature]
Deputy Chief Date

**SCOPE OF WORK FOR:
20-052 Cabinets for OUSD camera servers**

Cabling Scope - Accommodation for Camera Surveillance Servers
Project No: 18105

Furnish and install cabinets for camera servers, plus additional work required at the following sites:

1. **Burckhalter ES.** Floor mount cabinet.
 - 1.1 Relocate OM1 fiber from wall to new cabinet
 - 1.2 Relocate Comcast router and District's router from existing rack to new cabinet
 - 1.3 Install 12" ladder rack on top of new cabinet
 - 1.4 Install a 30A outlet inside new cabinet.
 - 1.5 Install a new 30A UPS with network card in new cabinet.
2. **Emerson ES.** Two custom wall mount cabinets, 4ft and 2ft, one each
 - 2.1 Relocate fiber for 6 IDF's from existing cabinet to new cabinet. Rerminate if needed, then test.
 - 2.2 Relocate 69 data cables, 3 switches, a line conditioner and UPS/Battery from existing cabinet to new cabinet. Rerminate cables if needed, then test.
 - 2.3 Relocate 30A outlet inside new cabinet.
3. **Stonehurst CDC.** 4ft custom wall mount cabinet.
 - 3.1 Relocate 33 data cables, 3 routers, 1 switch, a line conditioner and UPS/Battery from existing cabinet to new cabinet. Rerminate cables if needed, then test.
 - 3.2 Relocate a quad 20A outlet inside new cabinet.
4. **Laurel CDC.** 4ft custom wall mount cabinet.
 - 4.1 Relocate 10 data cables, 3 routers, 1 switch and a line conditioner from existing cabinet to new cabinet.
 - 4.2 Furnish and install a UPS in new cabinet.
 - 4.3 Relocate a quad 20A outlet inside new cabinet.
5. **Manzanita CDC.** 4ft custom wall mount cabinet.
 - 5.1 Relocate 60 data cables, 3 routers, 2 switches, a line conditioner and UPS from existing cabinet to new cabinet. Rerminate cables if needed, then test.
 - 5.2 Relocate Comcast fiber patch panel from existing cabinet to new cabinet.
 - 5.3 Install a quad 20A outlet inside new cabinet.
6. Install camera server in each of sites once above listed work is done. Patch server and configure switch ports.

EXCLUSIONS

This quote does not include the following;

01. Camera, Server and Milestone license.
02. Bid bond.

ASSUMPTIONS/QUALIFIERS

01. Customer will provide adequate parking for equipment and employees.
02. Customer will need to provide access to all work areas.
03. Cable installation is based on a non-plenum environment.
04. Owner's must notify all DDC employee's of any asbestos.
05. Any sign's of asbestos immediately terminates this proposal even if job has started.
06. All work to be conducted Monday - Friday, 7:00 am to 3:30 pm.
07. Existing MDF and IDF's.

Digital Design Communications is prepared to start work once quote has been approved. Actual construction will begin (2) two days after the materials are delivered to the job site. Material lead time is five (5) days. This quote is firm for thirty (30) days from the date at the top of this sheet.

BASE BID PRICE

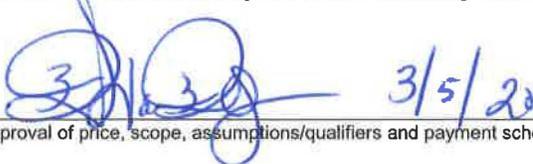
Digital Design Communications will install the above mentioned work for the amount of:

Twenty Five Thousand Nine Hundred Twenty Five Dollars and Ninety Cents

\$25,925.90

X

Signature is for approval of price, scope, assumptions/qualifiers and payment schedule.



8135 CAPWELL DR
OAKLAND, CA 94621
510-632-0650 Ph
510-632-6999 Fax
Lic. # C10 - 785247

**SCOPE OF WORK FOR:
20-051 Juniper switches for OUSD camera surveillance project - Revised**

Cabling Scope - Juniper switches for OUSD camera surveillance project

Project No: 18105

Installation and configuration of thirteen (13) 48-port Juniper switches in twelve (12) different schools.

EXCLUSIONS

This quote does not include the following;

- 01. Camera, Server and Milestone license.
- 02. Bid bond.
- 03. Conduit or J-Hooks
- 04. Audio/Video or Video Electronics
- 05. Raceways or wiremold
- 06. Network equipment.
- 07. Pathway Stubbing or Firestopping
- 08. Core Drilling through Floors or Walls
- 09. Grounding Equipment (DDC will ground racks and cabinets to provided ground buss)
- 10. Demolition of any kind
- 11. Fire-rated backboards

ASSUMPTIONS/QUALIFIERS

- 01. Customer will provide adequate parking for equipment and employees.
- 02. Customer will need to provide access to all work areas.
- 03. Cable installation is based on a non-plenum environment.
- 04. Owner's must notify all DDC employee's of any asbestos.
- 05. Any sign's of asbestos immediately terminates this proposal even if job has started.
- 06. All work to be conducted Monday - Friday, 7:00 am to 3:30 pm.
- 07. Existing MDF and IDFs.

Digital Design Communications is prepared to start work once quote has been approved. Actual construction will begin (2) two days after the materials are delivered to the job site. Material lead time is five (5) days. This quote is firm for thirty (30) days from the date at the top of this sheet.

BASE BID PRICE

Digital Design Communications will install the above mentioned work for the amount of:

Nine Thousand Six Hundred Dollars and Zero Cents

\$ 9,600.00

X _____ 4/16/20
Signature is for approval of price, scope, assumptions/qualifiers and payment schedule.

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	Re-bid Video Surveillance Cameras (44) Sites Project	Site	918
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Basic Directions

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

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

Contractor Name	Digital Design Communications	Agency's Contact	Victor Zamora		
OUSD Vendor ID #	001380	Title	Manager		
Street Address	1630 San Pablo Avenue Ste. 200	City	Oakland	State	CA
Telephone	925-866-9000	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 #	18105				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-9-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2020

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 35,526.00
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
9650 9778	Fund 21, Measure J	210-9650-0-9778-8500-6274-918-9180-9905-9999-99999	6274	\$35,526.00

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.	Acting Director, Facilities Planning and Management				
	Signature <i>K. Chaf</i>	Date Approved	6/1/2020		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>[Signature]</i> As to form only	Date Approved	5/29/20		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature <i>K. Chaf for T.N.</i>	Date Approved	6/1/2020		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	19- 0793
Introduction Date	5-8-2019
Enactment Number	19-0619
Enactment Date	5/8/19 If



OAKLAND UNIFIED
SCHOOL DISTRICT

Community • Equity • Progress • Excellence

Memo

To Board of Education

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

Board Meeting Date  May 8, 2019

Subject Award of Bid and Contract for Construction Services- Digital Design Communications - Re-Bid Video Surveillance Cameras (44) Sites Project

Action Requested Approval by the Board of Education of Resolution No. 1819-0184, Award of Bid Agreement and Construction Contract on behalf of the District to Digital Design Communications, Oakland, CA, for the Re-Bid Video Surveillance Cameras (44) Sites Project, in the amount of \$868,218.00, 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: One Hundred Twenty (120) days Calendar Days, commencing May 9, 2019, and ending on September 9, 2019.

Discussion Vendor to install surveillance cameras for (44) sites.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Resolution No. 1819-0184, Award of Bid Agreement and Construction Contract on behalf of the District to Digital Design Communications, Oakland, CA, for the Re-Bid Video Surveillance Cameras (44) Sites Project, in the amount of \$868,218.00, 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: One Hundred Twenty (120) days Calendar Days, commencing May 9, 2019, and ending on September 9, 2019.

Fiscal Impact Fund 21, Measure J

Attachments

- Award of Bid including scope of work
- Certificate of Insurance
- 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. 19-0793

Department: Facilities Planning and Management

Vendor Name: Digital Design Communications

Project Name: Various Video Surveillance Project Project No.: 18105

Contract Term: Intended Start: 5/9/2019 Intended End: 9/9/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$868,218.00

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?

Vendor submitted the lowest bid on this publicly bid project.

Summarize the services this Vendor will be providing.

Installation of exterior camera's at approximately (44) sites (41) Elementary (2) High Schools (1) Middle School. OUSD, will be responsible for the purchase of the Dell R240 servers as well the Milestone software/camera license. The selected bidder will be responsible for installation and programming of the servers and software as well camera installation.

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 \$90,200 (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**



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

RESOLUTION NO. 1819-0184

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE VIDEO SURVEILLANCE CAMERAS (44) SITES PROJECT**

Page 1 of 2

WHEREAS, the District has heretofore requested bids, for installation of exterior camera's at approximately (44) sites (41) Elementary School (2) high schools (1) Middle School. OUSD will be responsible for the purchase of the Dell R240 servers as well the Milestone software/camera license. The selected bidder will be responsible for installation and programming of the servers and software as well camera installation.

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	\$868,218.00

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 **EIGHT HUNDRED SIXTY-EIGHT THOUSAND, TWO HUNDRED EIGHTEEN DOLLARS NO/100 (\$868,218.00)** 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. 1819-0184

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES
FOR THE VIDEO SURVEILLANCE CAMERAS (44) SITES 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: Student Directors Yota Omosowho and Josue Chavez

PREFERENTIAL NOES: None

YEA: Jumoke Hinton Hodge, Gary Yee, Roseann Torres, Shanthy Gonzales, James Harris, Vice President Jody London and President Aimee Eng

NOES: None

ABSENT: None

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 **May 8, 2019**.

Aimee Eng

Aimee Eng, President
Board of Education

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 **8th** day of **May 2019**, 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: Re-Bid-Video Surveillance Cameras(44) Sites

PROJECT NO.: 18105

RESOLUTION NUMBER: 1819-0184

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 **One hundred twenty days 120** consecutive calendar days (“Contract Time”) **commencing May 9,**

2019, and concluding no later than September 9, 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: One thousand dollars no/100 (\$1,000.00) 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 C7- Low Voltage Systems Contractor and/or C10 – Electrical 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:

Eight hundred eighteen thousand two hundred eighteen dollars no/100

\$818,218.00 (Base Contract Amount)

+ Fifty thousand dollars

\$50,000.00, (Contingency Allowance Amount)

= Eight hundred sixty-eight thousand Two hundred eighteen dollars no /100

\$868,218.00 (“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>



Tadashi Nakadegawa
Director of Facilities Planning & Management

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

Dated: _____, 20__

Dated: April 19, 2019

OAKLAND UNIFIED SCHOOL DISTRICT

Digital Design Communications **CONTRACTOR**

By: _____

By:  _____

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

CCTV SECURITY IMPROVEMENTS PROJECT #18105

School Name	School Type	Address	Camera Count	Dell R230
ALLENDALE ELEMENTARY SCHOOL	Elementary School	3670 Penniman Avenue, 94619	6	1
BELLA VISTA ELEMENTARY SCHOOL	Elementary School	1025 East 28th Street, 94606	8	1
BRIDGES ACADEMY	Elementary School	1325 53rd Avenue , 94601	10	1
BROOKFIELD ELEMENTARY SCHOOL	Elementary School	401 Jones Avenue, 94603	10	1
BURCKHALTER ELEMENTARY SCHOOL	Elementary School	3994 Burckhalter Avenue, 94605	8	1
CARL B. MUNCK ELEMENTARY SCHOOL	Elementary School	11900 Campus Drive, 94619	10	1
CLEVELAND ELEMENTARY SCHOOL	Elementary School	745 Cleveland Street, 94606	11	1
CROCKER HIGHLANDS ELEMENTARY SCHOOL	Elementary School	525 Midcrest Road, 94610	8	1
EMERSON ELEMENTARY SCHOOL	Elementary School	4803 Lawton Avenue, 94609	10	1
FRANKLIN ELEMENTARY SCHOOL	Elementary School	915 Foothill Boulevard, 94606	9	1
FRED T. KOREMATSU DISCOVERY ACADEMY/ESPERANZA	Elementary School	10315 E. Street, 94603	7	1
FRUITVALE ELEMENTARY SCHOOL	Elementary School	3200 Boston Avenue, 94602	10	1
GARFIELD ELEMENTARY SCHOOL	Elementary School	1640 22nd Avenue, 94606	8	1
GLOBAL FAMILY SCHOOL	Elementary School	2035 40th Avenue, 94601	8	1
GOLDEN GATE	Elementary School	62320Herzog St. 94608	7	1
GRASS VALLEY ELEMENTARY SCHOOL	Elementary School	4720 Dunkirk Avenue, 94605	7	1
HILLCREST ELEMENTARY SCHOOL	Elementary School	30 Marguerite Drive, 94618	8	1
HOOVER ELEMENTARY SCHOOL	Elementary School	890 Brockhurst Street, 94608	9	1
HORACE MANN ELEMENTARY SCHOOL	Elementary School	5222 Ygnacio Avenue, 94601	9	1
HOWARD ELEMENTARY SCHOOL	Elementary School	8755 Fontaine Street, 94605	8	1
INTERNATIONAL COMMUNITY ELEMENTARY SCHOOL/TCN	Elementary School	2825 International Blvd, 94601	10	1
JOAQUIN MILLER ELEMENTARY SCHOOL	Elementary School	5525 Ascot Drive, 94611	11	1

CCTV SECURITY IMPROVEMENTS PROJECT #18105

School Name	School Type	Address	Camera Count	Dell R230
KAISER ELEMENTARY SCHOOL	Elementary School	25 South Hill Court, 94618	9	1
LA ESCUELITA ELEMENTARY SCHOOL	Elementary School	1050 Second Avenue, 94606	11	1
LAUREL ELEMENTARY SCHOOL	Elementary School	3750 Brown Avenue, 94619	10	1
LINCOLN ELEMENTARY SCHOOL	Elementary School	225 11th Street, 94607	9	1
MANZANITA COMMUNITY SCHOOL	Elementary School	2409 East 27th Street, 94601	10	1
MANZANITA SEED	Elementary School	2409 East 27th Street, 94601	6	1
MARKHAM ELEMENTARY SCHOOL	Elementary School	7220 Krause Avenue, 94605	9	1
MARTIN LUTHER KING, JR. ELEMENTARY SCHOOL (PK-3)	Elementary School	960 10th Street, 94607	8	1
MONTCLAIR ELEMENTARY	Elementary School	1757 Mountain Boulevard, 94611	9	1
PERALTA ELEMENTARY SCHOOL	Elementary School	460 63rd Street, 94609	7	1
PIEDMONT ELEMENTARY SCHOOL	Elementary School	4314 Piedmont Avenue, 94611	6	1
PLACE @ PRESCOTT	Elementary School	920 Campbell Street, 94607	7	1
REACH ACADEMY	Elementary School	9860 Sunnyside Street, 94603	10	1
REDWOOD HEIGHTS ELEMENTARY SCHOOL	Elementary School	4401 39th Avenue, 94619	7	1
RISE COMMUNITY SCHOOL	Elementary School	8521 A Street, 94621	11	1
SANKOFA ACADEMY	Elementary School	581 61st Street, 94609	15	1
SANTA FE	Elementary School	915 54th St., 94608	7	1
SEQUOIA ELEMENTARY SCHOOL	Elementary School	3730 Lincoln Avenue, 94602	10	1
THORNHILL ELEMENTARY SCHOOL	Elementary School	5880 Thornhill Drive, 94611	10	1
EDNA BREWER MIDDLE SCHOOL	Middle School	3748 13th Avenue, 94610	10	1

CCTV SECURITY IMPROVEMENTS PROJECT #18105

School Name	School Type	Address	Camera Count	Dell R230
DEWEY ACADEMY	High School	1111 Second Avenue, 94606	6	1
STREET ACADEMY	High School	417 29th Street, 94609	5	1
CAMERA/ SERVER TOTALS			384	44
Added Stock			40	
CAMERA TOTAL W/ Added Stock			424	

Bond # 681425P

Premium: \$12,182.00

Premium is subject to final contract price adjustment.

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:

Various School Sites – Re-Bid-Video Surveillance Project No. 18105

("Project" or "Contract") which Contract dated APRIL 9, 2019, 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

Eight Hundred Sixty Eight Thousand Two Hundred Eighteen and no cents

Dollars (\$ 868,218.00), 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
Various School Sites(44)
Re-Bid-Video Surveillance Project
Project No. 18105
February 15, 2019

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 5th day of April, 2019.

Digital Design Communications

Principal



By

Developers Surety and Indemnity Company

Surety



By Dennis Sewell, Attorney-in-Fact

R.C. Fischer & Co.

Name of California Agent of Surety

1301 Ygnacio Valley Rd. Ste 100 Walnut Creek CA 94598

Address of California Agent of Surety

925-627-5483

Telephone No. of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT

Various School Sites(44)
Re-Bid-Video Surveillance Project
Project No. 18105
February 15, 2019

**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

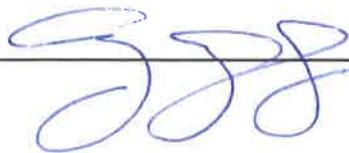
On 4/5/19 before me, Amy Gregory, Notary Public, personally appeared Dennis Sewell who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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





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

Bond # 681425P

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:

Various School Sites – Re-Bid-Video Surveillance Project No. 18105

("Project" or "Contract") which Contract dated APRIL 9, 2019, 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 Eight Hundred Sixty Eight Thousand Two Hundred Eighteen and no cents Dollars (\$ 868,218.00), 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.

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

OAKLAND UNIFIED SCHOOL DISTRICT

Various School Sites(44)
Re-Bid-Video Surveillance Project
Project No. 18105
February 15, 2019

PAYMENT BOND
DOCUMENT 00 61 13.16-1

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 affect.

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 5th day of April, 2019.

Digital Design Communications

Principal



By

Developers Surety and Indemnity Company

Surety



By Dennis Sewell, Attorney-in-Fact

R.C. Fischer & Co.

Name of California Agent of Surety

1301 Ygnacio Valley Rd. Ste 100 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

Various School Sites(44)
Re-Bid-Video Surveillance Project
Project No. 18105
February 15, 2019

**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

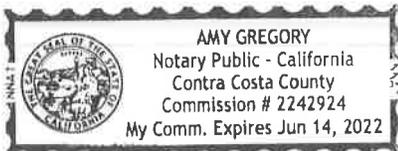
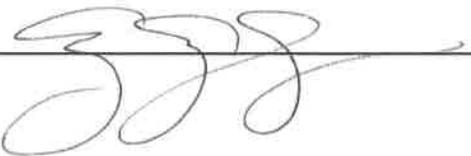
On 4/5/19 before me, Amy Gregory, Notary Public, personally appeared Dennis Sewell who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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, 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 4th day of October, 2018.

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 October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

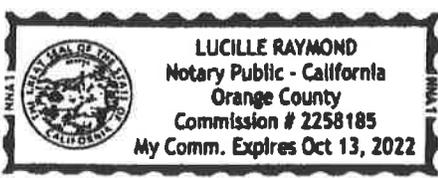
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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 5th day of April, 2019.

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





LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Digital Design Communications**
 Project: Video Surveillance Cameras Re-Bid
 Project #: 18105
 Estimate: \$1,000,000

Bid Opening Date: Wednesday, March 27, 2019
 Time: 2:30 pm
 Project Mgr: Richard Rogers
 Architect: N/A

LBU Credit Based on Policy
89.4%

Based Bid		\$	818,218.00
Verified Local Business Participation Discount	2 pts*	\$	16,364.36
Based Bid W/ LBP Discount		\$	801,853.64

*This firm meets the 50% LBU requirement and receives a 2% bid discount toward its based bid

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	COMMENTS:
PRIME Company: Digital Design Communications					
Address: 8128 Capwell Drive	\$ 526,983.50	64.41%			1
City/State: Oakland, CA					2
Phone: (510) 632-0650					3
					4
Company: UWA Electric					
Address: 2737 Seminary Avenue	\$ 204,554.50		25.00%		1
City/State: Oakland, CA					2
Phone: (510) 543-6886					3
					4
Company:					
Address:	\$ -				1
City/State: Oakland, CA					2
Phone: (510)					3
					4
TOTAL PARTICIPATION	\$ 731,538.00	64.4%	25.0%	0.0%	89.4%**

Shonda [Signature]

APPROVAL- LBU Compliance Officer

** Total LBU % Proposed

Prepared by 360 Total Concept
 03-31-2019

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. **18105**

PROJECT: VARIOUS SCHOOL SITES (44) - RE-BID-VIDEO SURVEILLANCE PROJECT

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

<u>Eight hundred eighteen thousand two hundred eighteen</u> dollars	\$ <u>818,218.00</u>
Base Bid Amount	
<u>Fifty thousand</u> dollars	\$ <u>50,000.00</u>
Contingency Allowance Amount	
<u>Eight hundred sixty eight thousand two hundred eighteen</u> dollars	\$ <u>868,218.00</u>
Total Bid Amount	
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Costs.</i>	

Additive/Deductive Alternates:

Alternate #1

_____ dollars	\$ _____
Additive/Deductive	

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Digital Design Communications
 Project: Re-Bid - Video Surveillance
 Project #: 18105
 Estimate:

Bid Opening Date: 3/27/19
 Time: 2:30pm
 Project Mgr: Richard Rogers
 Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
\$818,218.00					
PRIME Company: Digital Design Com. Address: 8128 Capwell Dr. City/State: Oakland/CA Phone: 510-632-0650	\$526,983.50	64.4%			6006
Company: UWA Electric, Inc. Address: 2737 Seminary Ave City/State: Oakland/CA Phone: 510-543-6886	\$204,554.50		25%		5737
Company: Security Integration, Inc. Address: 25 Evergreen Ave., S #5 City/State: Mill Valley/CA Phone: 844-247-2338	\$86,680.00				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer \$818,218.00 64.4% 25%

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

Additional Detail Regarding Calculator 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	Camera installation and program	each	384	\$ 2,130.78	\$818,218.00
				\$ _____	\$ _____

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.

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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>N/A</u> , Dated _____	No. _____, Dated _____
No. _____, Dated _____	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.
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 27th day of March 20 19

Name of Bidder: Digital Design Communications

Type of Organization: Partnership

Signed by: Victor M. Zamora 

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: vicmzamora@ddesigncom.com Web Page: http://www.ddesigncom.com/

Contractor's License No(s): No.: 785247 Class: C-10 Expiration Date: 10/31/2020

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000002624

END OF DOCUMENT

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.

ROUTING FORM

Project Information

Project Name Various Video Surveillance Project Site 210

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
 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 # 001380 Vendor Title:
 Address 8135 Capwell Drive Telephone 5106320650
 Oakland, CA 94621 Policy Expires:
 Contractor History Previously been an OUSD contractor? Yes Worked as an OUSD employee? Yes
 OUSD Project # 18105

Term

Date Work Will Begin 5/9/2019 Date Work Will End By 9-9-2019
 (not more than 5 years from start date)

Compensation

Total Contract Amount Total Contract Not To Exceed \$868,218.00
 Pay Rate Per Hour (if Hourly) If Amendment, Changed Amount
 Other Expenses Requisition Number

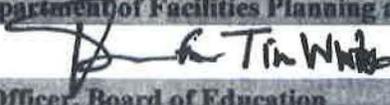
Budget Information

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	Amount
9450-9778	Fund 210/Measure J	210-9450-0-9778-8500-6274-918-9180-9905-9999-99999	6274	\$868,218.00

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