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Committee	Facilities
Introduction Date	9/25/13
Enactment Number	13-2027
Enactment Date	9-25-13



OAKLAND UNIFIED  
SCHOOL DISTRICT

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent and Secretary of the Board of Education  
By: Vernon Hal, Deputy Superintendent, Business Operations  
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date September 25, 2013

Subject Division of Facilities Planning and Management P.O's. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

Legistar #	Name	Amount	Funding Source	P.O.	Project	Date	City
13-2069	Bay City Mechanical	\$8,000.00	Measure B	P.O.	Jefferson New Building	4-30-2013	Richmond
13-2070	Chris Lee	\$4,250.00	County School Facilities Fund	P.O.	Madison Portable Installation	8-26-2013	Oakland
13-2071	Comtel System Technology Inc.	\$4,390.95	County School Facilities Fund	P.O.	Ralph Bunche Portable Installation	8-5-2013	Sunnyvale
13-2072	Cor-O-Van	\$4,254.16	General Fund	P.O.	Tilden RAD Relocation	8-21-2013	Poway
13-2073	Cor-O-Van	\$40,980.00	General Fund	P.O.	Tilden RAD Relocation	6-7-2013	Poway
13-2074	Digital Design Communications	\$15,276.01	Measure B	P.O.	Lowell MS Modernization	7-2-2013	Oakland
13-2075	KDI Consultants, Inc.	\$2,520.00	Measure B	P.O.	Oakland Tech HS	6-12-2013	Oakland
13-2076	KDI Consultants, Inc.	\$1,440.00	Measure B	P.O.	Skyline HS	6-12-2013	Oakland
13-2077	Nexus IS	\$45,000.00	Measure B	P.O.	Division of Facilities Planning and Management	8-23-2013	Pleasanton
13-2078	Nor-Cal Moving Services	\$2,500.00	Country School Facilities Fund	P.O.	Whittier ES	6-11-2013	Oakland
13-2079	Nor-Cal Nor-Cal Moving Services	\$1,050.00	County School Facilities Fund	P.O.	James Madison MS	6-11-2013	Oakland
13-2080	Nor-Cal Nor-Cal Moving Services	\$290.80	County School Facilities Fund	P.O.	Chabot New Classroom and Multi-Purpose Bldg	12-4-2012	San Lendro
13-2081	Nor-Cal Nor-Cal Moving Services	\$3,000.00	County School Facilities Fund	P.O.	Havenscourt New Classroom and Cafeteria Building	4-30-2013	Oakland
13-2082	Nor-Cal Nor-Cal Moving Services	\$1,000.00	County School Facilities Fund	P.O.	Stonehurst CDC	4-30-2013	Oakland
13-2082	Nor-Cal Moving Services	\$2,500.00	County School Facilities Fund	P.O.	Calvin Simmons MS	4-30-2013	Oakland
13-2084	Nor-Cal Moving Services	\$2,000.00	County School Facilities Fund	P.O.	Arroyo Viejo CDC Renovation	4-30-2013	Oakland
13-2085	NVB Playgrounds, Inc.	\$1,576.00	County School Facilities Fund	P.O.	Ralph Bunche Portable Installation	9-5-2013	Indianapolis, IN



# OAKLAND UNIFIED SCHOOL DISTRICT

13-2089	NVB Playgrounds, Inc.	\$8,029.00	County School Facilities Fund	P.O.	Ralph Bunche Portable Installation	4-25-2013	Indianapolis, IN
13-2087	Playworks	\$30,000.00	Developer Fee Fund	P.O.	La Escuelita Educational Center	5-28-2013	Oakland
13-2088	School Outfitters	\$13,308.48	County School Facilities Fund	P.O.	Madison Portable Installation	6-12-2013	Cincinnati, OH
13-1880	WHM Incorporated	\$3,920.00	Measure B	P.O.	Highland New Classroom Building	7-11-2013	Moraga

## Discussion:

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

## Fiscal Impact:

Various

## Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.





2013 JUL - 3 P 12: 59  
FACILITIES PLANNING  
AND MANAGEMENT

P.O. Number: \_\_\_\_\_  
P.O. Date: \_\_\_\_\_

**PURCHASE ORDER TERMS AND CONDITIONS**

**Digital Design Communications**

**1. Definitions.**

- A)** "Bid" means the Contractor's offer made in response to a solicitation to perform a contract to supply goods or perform services at a specified price.
- B)** "Bidder" means a supplier who submits a Bid to the District in response to a solicitation.
- C)** "Contract" means Contractor's Bid; drawings or specifications, if any; these bid/purchase order terms and conditions together with the terms appearing on the reverse side hereof; and any other documents identified therein or herein as incorporated by reference and inclusive of any subsequently issued addenda and/or amendments.
- D)** "Contractor" means the business entity designated on the face of this purchase order that is supplying Deliverables to the District. Contractor shall be synonymous with "supplier", "vendor", or other similar term.
- E)** "Deliverables" means the tangible and/or intangible personal property, product, service, software, information technology, telecommunications technology, and other items to be delivered pursuant to this purchase order including any such items furnished incident to the provision of services.
- F)** "District" means the Oakland Unified School District.

**2. Assignment; Subcontracting.** The Contractor may not assign this Contract in whole or in part, and/or monies due Contractor, without the prior written consent of the District and surety, if any. Subject to the foregoing, this Contract shall be binding upon the parties and their respective successors and assigns. All subcontractors must be approved in advance by the District. Upon the District's written request, Contractor shall terminate any subcontractor.

**3. Audit.** The District shall have the right to examine and audit Contractor's records related to this Contract. Contractor and its subcontractors shall maintain and preserve all such records for a period of at least three (3) years after final payment to Contractor or after final Contract closeout, as determined by the District.

**4. Award of Contract.** The Bidder's Bid or quotation is deemed a firm offer; issuance of this document as a purchase order evidences the District's acceptance of that offer. If an award is made on a bid, the contract will be awarded according to the authority granted by the Board of Education of the District ("Board") pursuant to California law

**5. Acceptance/Rejection of Bids.** The District may award a contract on an individual item or combination of items, whichever is in the best interest of the District. A bidder may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same Bid. Bids shall remain open and valid for 120 days after bid opening date unless otherwise stipulated and may be accepted without further written notice by the District. The Bidder may withdraw its Bid at any time before the Bid opening.

**6. District Name May Not Be Used.** The name and/or logo of the District or any school of the District may not be used in any advertisements or communications which may convey the impression that the District authorizes the solicitation and/or that there may be some connection or endorsement between the District and the Contractor.



7. **Fingerprinting.** The Contractor and its subcontractors shall fully comply with the provisions of Education Code Section 45125.1 when Contractor and/or its subcontractors will have more than limited contact with District pupils

8. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the state of California, without regard to conflicts of laws.

9. **Indemnification.** Contractor agrees to indemnify and hold harmless the District, the Board, and their employees, agents, volunteers, affiliates, officers and directors from, and defend each of them against, any injury to person or property, claims, suits, liabilities or expenses (including reasonable attorneys' fees and costs) resulting from or connected with Contractor's performance hereunder, breach of its representations, warranties or obligations hereunder, or Contractor's failure to comply with any applicable law, or regulation.

10. **Independent Contractor.** Contractor shall perform its obligations under this Contract as an independent contractor of the District. Nothing herein shall be deemed to constitute Contractor and the District as partners, joint venturers, or principal and agent. Contractor has no authority to represent the District. Contractor shall not at any time or manner represent that it or any of its subcontractors or agents are in any manner agents or employees of the District.

11. **Independence of Bid.** Unless Bidder is furnishing a joint bid, by submitting this Bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of antitrust laws.

12. **Insurance.** Upon the District's request, Contractor shall provide, and require its subcontractors to maintain, insurance policy/policies and limits of coverage acceptable to the District to protect against claims that may arise from this Contract.

13. **Joint Bids.** A joint bid submitted by two or more bidders participating jointly in one bid may be submitted, and each participating bidder must sign the joint bid. If the contractor is comprised of more than one legal entity, each entity shall be jointly and severably liable under this contract. In addition, the joint contractors must designate, in writing, one individual having authority to represent them all in matters relating to the contract. The District assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

14. **License.** Upon payment in full for software, Contractor grants the District a perpetual, non-exclusive, worldwide, irrevocable, fully paid right and license, to install and use the software on all computing devices used by or for the benefit of the District. This license is subject to the limitation on the maximum number of end users or other scope limitations listed on the facing page and, if none are listed, this license shall be deemed to be enterprise-wide and the software may be used by all District end users without any maximum number of users. The license shall extend to permit contractors working for the District to use the software in the performance of their duties for the District.

15. **Non-Discrimination.** Contractor shall comply with all laws prohibiting discrimination in employment and shall include this nondiscrimination requirement in all subcontracts to perform work under the Contract.

16. **Order of Precedence.** This Contract constitutes the entire agreement between the parties and supersedes any prior or contemporaneous written or oral understanding or agreement and any contrary provisions on packing slips, invoices, or other documents submitted by the Contractor. Any conflict or inconsistency among the components of this Contract shall be resolved by giving precedence in the



following order: (1) Contractor's Bid; (2) these Contract Terms and Conditions; (3) all other attachments incorporated into the Contract by reference. No term or condition of this Contract may be terminated, modified, rescinded, or waived except by a writing signed by both parties. No modification or waiver of this Contract shall be deemed effected by Contractor's acknowledgment, confirmation or other documentation containing other or different terms. Should any such document from Contractor contain additional or different terms than this Contract, those terms shall be considered proposals by Contractor which are hereby rejected.

#### **17. Packaging, Delivery and Acceptance.**

**A) Packaging.** Items shall be packaged to protect them from damage during transit. Packing slips must include the District Purchase Order number, contents, quantity, and description. Material Safety Data Sheets shall be included when applicable.

**B) Delivery.** Contractor shall be responsible for delivery on a free-on-board (FOB) Destination basis and shall incur all costs associated with the delivery unless otherwise specified in this Contract. All deliveries shall be set on the District's dock and/or pallets or as otherwise prescribed by the District. All Deliverables are subject to acceptance by District. District will notify Contractor in writing of any defect or nonconformity and Contractor will repair or replace such defective or nonconforming goods or, at the District's option, refund the purchase price to District.

**C) Acceptance.** If items are not properly packaged or identified, or if items are determined by the District to be defective or non-conforming, deliveries or any part thereof may be rejected, and all costs (return and re-delivery) shall be at the Contractor's expense. All goods to be delivered hereunder may be subject to final inspection, test and acceptance by the District at destination, notwithstanding any payment or inspection at source. The District shall give written notice of the rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. Acceptance shall not be construed to waive any warranty rights the District may have at law or by express reservation in this Contract with respect to conformity. Title to and risk of loss of Deliverables shall vest in the District upon acceptance.

**18. Performance Guarantee.** A performance guarantee may be required on award of annual contracts which exceed \$81,000.

**19. Samples.** Samples of items may be required by the District for inspection and specification testing and must be furnished free of expense to the District. The samples furnished must be identical in all respects to the items bid and/or specified in the Contract. Samples must be plainly marked with the name of Bidder, bid number, and date of bid opening. Samples may be retained for comparison with deliveries and if not destroyed by tests, may, upon request at the time the sample is furnished, be returned at Contractor's expense. Bidder/Contractor assumes all risk of loss of or damage to samples.

**20. Severability.** If any provision or part of this Contract shall be declared illegal, void, or unenforceable, such term or provision shall be deemed stricken and the remaining provisions shall continue in full force and effect to the extent permitted by law.

**21. Substitutions.** Product substitutions require the prior, express written authorization from an authorized District representative.





22. **Tax.** The District shall pay only California sales tax and use tax and/or Alameda County sales and use tax, as applicable. Contractor shall separately list all applicable taxes on the invoice. The District is exempt from payment of Federal Excise Tax. Contractor shall cooperate with the District in all matters related to taxation and the collection of taxes. The District may, at its option, self-accrue tax and remit same to the state of California pursuant to the District's permit with the state of California.

23. **Termination.** The District may, by written notice to Contractor, terminate this Contract in whole or in part at any time at the District's convenience or for Contractor default. The District shall hold Contractor liable and responsible for all damages which may be sustained because of the Contractor's default. If Contractor fails or neglects to furnish or deliver any of the deliverables listed herein at the prices named and at the time and places stated herein or otherwise fails or neglects to comply with the terms of the Contract, the District may, upon written notice to the Contractor, cancel the Contract in its entirety, or cancel any or all items affected by such default; and may, whether or not the Contract is cancelled in whole or in part, purchase the Deliverables elsewhere without notice to the Contractor. The prices paid by the District at the time such purchase is made shall be the prevailing market prices. Any extra costs incurred by such default may be collected by the District from the Contractor.

24. **Title.** Title to and risk of loss of Deliverables shall pass to and vest in the District upon final acceptance by the District.


26. **Warranty.**

**A)** Contractor warrants that all Deliverables furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. All warranties shall be in addition to any warranties available under law and any standard Contractor warranty.

**B)** At the time of delivery, no software shall contain any virus, "Trojan horse," timer, counter or other limiting design, instruction, or routine that would erase data or programming or cause the software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed and created.

**C)** No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other proprietary rights of any kind. There is no action, suit, proceeding, or material claim or investigation pending or threatened against Contractor, that, if adversely determined, might affect any Deliverable or restrict the District's right to use any Deliverable. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

**D)** Contractor warrants it has full title to the Deliverables and has the right to grant the District the rights and licenses contemplated herein without the requirement for consent of any third party.

AGREED and ACCEPTED:  Date: 7/2/13  
By: VICTOR M. ZAMORA  
Its (Title): PRESIDENT

# EXHIBIT A

## INTELLIBID COST BREAKDOWN SHEET S1 OF S3

**CONTRACTOR:** DIGITAL DESIGN COMMUNICATIONS  
**PROJECT NAME:** Lowell Gym  
**PROJECT NUMBER:**  
**CHANGE ORDER NUMBER:** Lowell Gym - 001 **DATE:** 5/22/2013  
**CHANGE ORDER DESCRIPTION:** Lowell Gym bleachers and electrical

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	6,028.00	
2. Ten percent (10%) of Line 1	\$	602.80	
3. Sum of Lines 1 & 2			\$ 6,630.80
4. TOTAL BURDEN LABOR COSTS			\$ 1,743.20
5. TOTAL MATERIAL COSTS	\$	5,812.22	
6. Ten percent (10%) of Line 5	\$	581.22	
7. Sum of Lines 5 & 6			\$ 6,393.44
8. Tax			\$ 508.57
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Ten percent (10%) of Line 9	\$	-	
11. Sum of Lines 9 & 10			\$ -
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	-	
13. Five percent (5%) of line 12	\$	-	
14. Sum of Lines 12 & 13			\$ -
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 15,276.01
COST OF BONDS			
TOTAL CHANGE ORDER			<b>\$ 15,276.01</b>

## INTELLIBID COST BREAKDOWN

SHEET S2 OF S3

CONTRACTOR: DIGITAL DESIGN COMMUNICATIONS

PROJECT NAME: Lowell Gym

PROJECT NUMBER

CHANGE ORDER NUMBER: Lowell Gym - 001

DATE: 5/22/2013

CHANGE ORDER DESCRIPTION: Lowell Gym bleachers and electrical



LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
DIRECT COSTS	Electrical - Electrician	80.0	\$ 75.35	\$ 6,028.00
TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1)				\$ 6,028.00
BURDEN COSTS	Electrical - Electrician	80.0	\$ 21.79	\$ 1,743.20
TOTAL BURDEN COSTS (Transfers to Line 4 of Sheet S1)				\$ 1,743.20

MATERIALS			
DESCRIPTION		RATE	COST
MATERIALS - Rexel	1	\$ 5,812.22	\$ 5,812.22
			\$ -
			\$ -
SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 5 of Sheet 1			\$ 5,812.22
SALES TAX ON MATERIAL AT 8.75% - Line 8 of Sheet 1			\$ 508.57
TOTAL MATERIAL COSTS			\$ 6,320.79

EQUIPMENT				
SIZE AND TYPE	I.D. #	HOURS	RATE	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 7 of Sheet S1)				\$ -





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/24/2013

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).

<b>PRODUCER</b> Associated Insurance Services, 600 Hampshire Rd., #150 Westlake Village, CA 91361 Tim McClain	Phone: 805-495-4634 Fax: 805-494-0781	<b>CONTACT NAME:</b> PHONE: (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Digital Design Communications, Inc. Victor Zamora 8135 Capwell Dr. Oakland, CA 94621	<b>INSURER A : Security National Insurance Co</b>		<b>19879</b>
	<b>INSURER B : American States Insurance</b>		<b>19704</b>
	<b>INSURER C : National Union Fire Insurance</b>		
	<b>INSURER D : The Hartford</b>		<b>22357</b>
	<b>INSURER E : Developers Surety &amp;</b>		<b>12718</b>
		<b>INSURER F : Indemnity Co.</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		BIS00015468-01	04/15/2013	04/15/2014	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		01CI37711830	09/04/2012	09/04/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			XL6604389	11/02/2012	11/02/2013	EACH OCCURRENCE \$ 4,000,000
	AGGREGATE \$ 4,000,000						
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	SWC1012791	09/01/2012	09/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Property Section</b>			72UUMKB7646	01/28/2013	01/28/2014	mtd Eq 20,000
	Stock 250,000						

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

Job: Lowell MS & Health Clinic, 991 14th St Oakland CA 94612. Certificate holder Oakland USD its directors, officers, employees, agents and representatives are named as additional insured for GL & auto.

## CERTIFICATE HOLDER

ARNTZB1

Arntz Builders Inc  
 19 Pamaron Way  
 Novato, CA 94949-6214

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Jennifer Hight*

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations 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. Such person or organization is an additional insured, but only to the extent that such person or organization is held liable for your acts or omissions arising out and in the course of your ongoing operations performed for such additional insured. A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b. Supervisory, inspection, architectural or engineering activities.
  2. "Bodily injury" or "property damage" occurring after:
    - a. 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
    - b. 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.
  3. "Bodily injury", "property damage" or "personal and advertising injury" involving or related to or in connection with any additional insured or any location covered by a scheduled or blanket additional insured endorsement that is a part of the policy.
- C. **Primary Insurance** - We will consider this insurance to be primary to other insurance issued directly to additional insured person(s) or organization(s) to which this endorsement applies if a written contract between you and such person(s) or organization(s) specifically requires that we consider this insurance to be primary; and such other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.
- D. **Waiver of Subrogation** – We waive any right of recovery we may have against the additional insured person(s) or organization(s) to which this endorsement applies because of payments we make for injury or damage arising out of "your work" done under a contract with such person(s) or organization(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**ADDITIONAL INSURED**

CA 71 85 12 93

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Endorsement effective 09/04/12 to 09/04/13	01CI37711830
Named Insured Digital Design Communications	Countersigned by

(Authorized Representative)

Schedule	
Name of Person or Organization:	As required by written contact
Address:	
Premium: \$	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Under LIABILITY COVERAGE WHO IS AN INSURED is changed to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to "bodily injury" or "property damage" resulting from the acts or omissions of:
1. You;
  2. Any of your employees or agents;
  3. Any person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with the permission of any of the above.
- B. The insurance afforded by this endorsement does not apply:  
To "bodily injury" or "property damage" arising out of the sole negligence of the person(s) or organization(s) shown in the Schedule.



**OAKLAND UNIFIED SCHOOL DISTRICT  
Department of Facilities Planning and Management  
AGREEMENT REQUEST FORM**

**V050159**

DATE SUBMITTED: 7/1/2013  
SUBMITTED BY: Kenya Chatman

REVIEWED BY:

**SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)**

1.) A/E (Architect and Engineers) Contract	5.) "Small" (under \$1,000,000) Construction Contract <input checked="" type="checkbox"/>
2.) IOR (Inspector of Record Contract)	6.) Resolution Awarding Bid and Construction Contract
3.) Agreement for Professional Services - Testing Etc.	7.) Change Order
4.) Amendment to Agreement for Professional Services	8.) Purchase Order

Bond Program Director  
Vendor Number: \_\_\_\_\_  
Fiscal Year: 2013-2014  
P.O. Under \$50K: \_\_\_\_\_  
Date Processed: 7-2-2013  
To: MB 7/2 To DR: \_\_\_\_\_

<u>Jana Regueira</u> for Timothy White	<u>7/1/13</u>	<u>Lore Nadeau</u> for Tadashi Nakadegawa	<u>7/1/13</u>
Timothy E. White Asst. Superintendent	Date	Tadashi Nakadegawa Facilities Director	Date

**SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE**

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
0.00%	100.00%	0.00%	100.00%

**SECTION III. AGREEMENT INFORMATION:**

Project Name:	Lowell Modernization	Project No:	06004
Vendor Name:	Digital Design Communications	Vendor Contact:	Rafael Zamora
Vendor Phone Number:	(510) 632-0650	Vendor Mailing Address:	8135 Capwell Drive Oakland, CA 94621
Agreement Start and Stop Dates:	Start: 7/1/2013 Stop: 8/1/2013	Amounts:	Current Contract Amount: \$0.00 Not to Exceed Amount: \$15,276.01 Revised Contract Amount: \$0.00
Has Work Started?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes give an explanation:</i>	Has Work Been Completed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date: _____

**2049901813-6274**

**RECEIVED**

Certificate of Insurance Attached  Yes  No Date provided: \_\_\_\_\_

**LEGISLATIVE FILE**  
For Construction Contracts > \$15,000, please provide or attach the following:

- 1) Number of Bids Received (List of Bidders and Amounts) (Bid Form) (Attach Bid Documents)
- 2) Date(s) of Bid Advertisement Introduction Date 9-15-2013
- 3) Date of Bid Opening - Enactment No. 13-2027
- 4) Name of Architect - Enactment Date 9-25-13
- 5) Liquidated damages per day
- 6) Performance Bonds Attached
- 7) Payment Bonds Attached (Sections 6 and 7 to be completed by Contract Administration department)

**Scope of Work:** (Needed to prepare Executive Summary) Please attach separately along with Vendor's proposal.  
Installation of the electrical for the bleachers and moving the conduits for the new scoreboard to a floor box in the new flooring that is going to be installed.

<u>David Kakishiba</u> President, Board of Education	<u>9-26-13</u>	<u>Gary Yee, Ed.D.</u> Secretary, Board of Education	<u>9-26-13</u>
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**Discussion Info:** (Needed to prepare Executive Summary) (Provide detailed background - Why is contact required and what is the benefit to students) - Add additional pages as needed

Lowell gym needs a new floor and window system, which was not done in the modernization

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>

Funding Source: Fund 21  
RES 9699

Budget Number:

Jusis Butch 9-10-13