

Board Office Use: Legislative File Info.	
File ID Number	25-2469
Introduction Date	11-12-2025
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Board Meeting Date November 12, 2025
Subject Change Order No. 1 Agreement Between Owner and Contractor – Data Media Services, Inc. – Westlake Middle School Security Improvement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor Change Order No. 1 by and between the **District and Data Media Services, Inc., Stockton, CA**, to provide a time extension to the term of the Agreement from October 31, 2024, through January 29, 2025, to November 30, 2025, (an additional 305 calendar days), as identified in the PCO No. 1 for the **Westlake Middle School Security Improvement Project**. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Change Order is for a three hundred five calendar days time extension.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor Change Order No. 1 by and between the District and Data Media Services, Inc., Stockton, CA, to provide a time extension to the term of the Agreement from October 31, 2024, through January 29, 2025, to November 30, 2025, (an additional 305 calendar days), as identified in the PCO No. 1 for the Westlake Middle School Security Improvement Project. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Change Order No. 1 and Other Documents
- Routing Form
- File ID 25-2367

CHANGE ORDER

Owner: Oakland Unified School District
Project: Westlake MS Security Improvement
School: Westlake MS
Contractor: Data Media Service, Inc.

Change Order No.: 1

Date: Sep 25, 2025

DSA File No.: N/A
DSA Application No.: N/A
OUSD Project #: 24129
Project Manager: Sanchit Prabhakar

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY 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 AND PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary): This change order is necessary to extend the contract's duration.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$0

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 266 calendar days

Director Initials _____

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:	<u>90</u> Calendar Days
Prior change order adjustments to contract time:	+ <u>0</u> Calendar Days
This change order's adjustment to contract time:	+ <u>266</u> Calendar Days
Adjusted contract time:	= <u>356</u> Calendar Days

Start Date per Notice to Proceed:	<u>12/9/2024</u>
Completion Deadline Based on Adjusted Contract Time:	<u>11/30/2025</u>

OR

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	_____, 20__
Time extensions granted in prior change orders:	+ _____ Calendar Days
Time extension granted in this change order:	+ _____ Calendar Days
Adjusted contract completion deadline:	= _____, 20__

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 by Contractor 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 the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to 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 the written and signed approval of the Owner. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, 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 signature by Contractor and approval by the Owner's governing body.

Approved: Architect of Record N/A Print Name: Signature: Date: Approved as to Form: <i>James Traber</i> OUSD Facilities Counsel Date: 10/14/2025	Approved and Agreed: General Contractor <i>CHRISTOPHER KOEVEN</i> Print Name: <i>[Signature]</i> Signature: <i>09/29/2025</i> Date:	Approved and Agreed: <i>[Signature]</i> Project Manager <i>10/21/25</i> Date: <i>[Signature]</i> Chief of Systems & Services Officer <i>10/2/25</i> Date:
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319-661/7106499.1

CHANGE ORDER REQUEST (Proposed Change Order)

No. 1

PROJECT: Westlake MS Security Improvement Project
1714 Franklin St #100, Oakland, CA 94607

DATE: 10.2.2025

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: N/A

CONTRACTOR: DATA MEDIA SERVICES

DSA APP NO.: N/A

668 Queensland Circle
Stockton, CA 95026

OUSD PROJECT #: 24129

PROJECT MANAGER: Sanchit Prabhakar

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): This change order is necessary to extend the contract's duration.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$0

- If Contractor requests payment from an allowance, please indicate which allowance: _____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 305 calendar days

REASON FOR REQUEST (check one or more):

- ☒ Unforeseen Conditions
☐ Direction by Government Agency
☐ Owner Requested
☐ Design Omission
☐ Design Error
☐ Other: _____

CERTIFICATION

I, Christopher Koayen *[name of declarant]*, declare the following:

Data Media Services [Contractor company name] has contracted with Oakland Unified School District [public entity name] for the Westlake MS Security Improvement Project Contract ("Contract"). Data Media Services [Contractor company name] authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for Oakland Unified School District [public entity name] regarding this Contract (such COR or AER being dated October 2, 2025, and entitled Change Order 1, and requesting \$0 and/or 266 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at Data Media Services [Contractor company name] regarding this COR or AER.

The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or Data Media Services [Contractor company name].

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District [public entity name] is responsible under its Contract with Data Media Services [Contractor company name].

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for Data Media Services [Contractor company name]) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed October 2, 2025, at Oakland, California.



nature]

Christopher Koayen *[name of declarant]*

319-661/7106498.1

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Westlake Middle School Security Improvement	Site	213
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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	☒ 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
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Contractor Information

Contractor Name	Data Media Services, Inc.	Agency's Contact		Christopher Koayen				
OUSD Vendor ID #	006952	Title		President				
Street Address	668 Queensland Circle	City	Stockton	State	CA	Zip	95206	
Telephone	510-639-1914	Policy Expires						
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	24129							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-31-2024	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)	11-30-2025

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	\$
Other Expenses		Requisition Number	

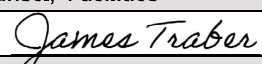
Budget Information

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
9860 9000	Fund 21, Measure Y	210-9657-0-9000-8500-6274-213-9180-9906-9999-24129	6274	\$0.00

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.	Executive Director, Facilities				
	Signature 	Date Approved	10/17/2025		
	<i>Sele Nadel-Hayes (Oct 17, 2025 10:41:17 PDT)</i>				
2.	General Counsel, Facilities				
	Signature 	Date Approved	10/14/2025		
	<i>James Traber</i>				
3.	Chief Systems & Services Officer				
	Signature 	Date Approved	10/14/2025		
	<i>Preston Thomas (Oct 14, 2025 13:28:22 PDT)</i>				
4.	Chief Financial Officer				
	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	24-2367
Introduction Date	10-23-2024
Enactment Number	24-1989
Enactment Date	10/23/2024 os



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent;
Preston Thomas, Chief Systems & Services Officer
Kenya Chatman, Executive Director, Facilities

Board Meeting Date October 23, 2024

Subject Agreement Between Owner and Contractor – Data Media Services, Inc. – Westlake Middle School Security Improvement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of an Award of Bid and of an Agreement Between Owner and Contractor by and between the District and Data Media Services, Inc., Stockton, CA, for the latter to provide replacement, installation and programming of security cameras for the Westlake Middle School Security Improvement Project, in the amount of \$127,600.00, which includes a contingency allowance of \$13,000.00, as the lowest responsive bidder, with the work anticipated to commence on October 31, 2024, and required to be completed within ninety (90) days, with an anticipated ending date of January 29, 2025.

Discussion The vendor was selected through competitive bidding. (Public Contract Code§22037).

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of an Award of Bid and of an Agreement Between Owner and Contractor by and between the District and Data Media Services, Inc., Stockton, CA, for the latter to provide replacement, installation and programming of security cameras for the Westlake Middle School Security Improvement Project, in the amount of \$127,600.00, which includes a contingency allowance of \$13,000.00, as the lowest responsive bidder, with the work anticipated to commence on October 31, 2024, and required to be completed within ninety (90) days, with an anticipated ending date of January 29, 2025.

Fiscal Impact Fund 21 Building Fund Measure Y

Attachments

- Contract Justification Form
- Agreement, Bonds, and Other Contract Documents
- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 24-2367

Department: Facilities Planning & Management

Vendor Name: Data Media Services, Inc.

Project Name: Westlake Middle School Security Improvement

Project No.: 24129

Contract Term: Intended Start: October 31, 2024

Intended End: January 29, 2025

Total Cost Over Contract Term: \$127,600.00

Approved by: Preston Thomas

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

Data Media Services, Inc. was selected by the District as the lowest responsible and responsive bidder.

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

The vendor will install and replace security cameras, and remove 11 cameras from site. The camera server at the site shall be replaced, and all cameras will be programmed using Milestone software as part of the Westlake Middle School Improvement Project.

Was this contract competitively bid? ☒ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

- 1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding – *contact legal counsel to discuss if applicable*
- ☐ Sole source contractor – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- ☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$114,500 or less (as of 1/1/24)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,500 (as of 1/1/24)
- ☐ Certain instructional materials (Public Contract Code §20118.3)

- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)
- ☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- ☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Other: _____

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$114,500 (as of 1/1/24)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

-
-
-
-



Kyle Brower <kyle.brower@ousd.org>

[EXTERNAL] OUSD: LBU Waiver - Video & Security Camera - Milestone Projects

1 message

Tiffany Knuckles <tiffany@360tcpr.com>

Thu, Feb 9, 2023 at 4:30 PM

To: KENYA CHATMAN <kenya.chatman@ousd.org>, Colland Jang <colland.jang@ousd.org>, JUANITA HUNTER <juanita.hunter@ousd.org>

Cc: TADASHI NAKADEGAWA <tadashi.nakadegawa@ousd.org>, DAVID COLBERT <david.colbert2@ousd.org>, Ty Taylor <ty.taylor@ousd.org>, Mark Newton <mark.newton@ousd.org>, Kyle Brower <kyle.brower@ousd.org>, Sanchit Prabhakar <sanchit.prabhakar@ousd.org>, colleen.calvano@ousd.org, Shonda Scott <shonda@360tcpr.com>, Shonnell Frost-Gibbs <shonnell@360tcpr.com>

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

An availability analysis has been conducted for "Milestone Certification" to determine the availability of certified firms to meet the local business utilization on various video surveillance and security camera systems projects. Based on this analysis, our findings indicate that while there are a number of small and local electrical firms interested in working on projects within this scope, their capacity to do work utilizing the District's Milestone software may be limited due to the technical component required for successful installation and system implementation. The District has also expressed issues around concern for safety, and exposure that increased participation may generate.

Based upon the composite of information received, and that the District's IT Department, through previous experience, has a preference for Prime Firms to have Milestone Certification to install cameras requiring advanced systems integration, it is recommended that the District waive the entire 25% SLBE/SLRBE and 50% LBU requirement for site security camera installation projects where the Milestone system is required.

As this may limit and preclude small and local firms from participating, and as it creates additional barriers for small and local firms, 360 Total Concept has expressed concerns to the District around requiring Primes to have Milestone Certification rather than allowing for additional subcontracting opportunities.

If you have any questions, please feel free to contact our team at any time.

Sincerely,
Tiffany Knuckles

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Tiffany Knuckles

Community Relations Liaison

360 Total Concept Inc.

www.360tcpr.com

510.473.5603 (Direct) | 510.836.0360 (Office)

*NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **October 31, 2024**, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the “Owner,” and **Data Media Services, Inc.**, hereinafter called the “Contractor.”

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

ARTICLE I. SCOPE OF WORK.

The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the “Work”) in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the Westlake Middle School Security Improvement Project, 2629 Harrison Street, Oakland, 94612

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

OUSD, 955 High Street, Oakland, CA, 94601, (510) 535-7044.

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only listed in the Bid Form.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

This contract is subject to the District’s Project Labor Agreement, dated June 30, 2021, which is available to upload by going to the OUSD home page: ousd.org > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

ARTICLE II. CONTRACT DOCUMENTS.

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the “Contract Documents” which form the “Contract.” The Contractor and its subcontractors must use the Owner’s program

{SR799843}

Agreement Between Owner and Contractor Over \$60,000 – Data Media Services, Inc. – Westlake Middle School Security Improvement Project - \$127,600.00

software COLBI DOCS for projects.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be **ninety (90)** calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **October 31, 2024**, in which case the deadline for Completion would be **January 29, 2025**.

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that **\$500.00** per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor’s work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner’s inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that **\$500.00** for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **ONE HUNDRED TWENTY-SEVEN THOUSAND SIX HUNDRED DOLLARS NO/100(\$127,600.00)**, for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general contingency allowance of **THIRTEEN THOUSAND DOLLARS NO/100 (\$13,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance

expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES.

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION.

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

ARTICLE VII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate

of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

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

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

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

ARTICLE VIII. WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during

any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS.

The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents

or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State

of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT.

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT.

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

ARTICLE XIX. WRITTEN NOTICE.

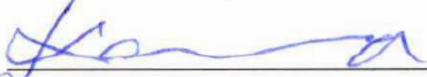
Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

The Owner is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the

termination of the Contract.

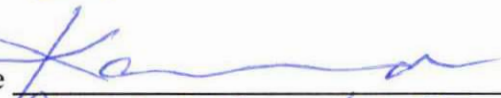
CONTRACTOR:
DATA MEDIA SERVICES, INC.

Signature: 

Name: CHRISTOPHER KORYAN

Date: 09/24/2024

(Chairman, Pres., or Vice-Pres. _____)

Signature 

Name: Christopher Koryan

Date: 09/24/2024

(Secretary, Asst. Secretary, CFO, or Asst.
Treasure) Asst. Secretary

OAKLAND UNIFIED SCHOOL DISTRICT


Benjamin Davis, President, Board of Education

10/24/2024

Date


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

10/24/2024

Date


Preston Thomas (Sep 26, 2024 13:49 PDT)
Preston Thomas, Chief Systems & Services Officer

Sep 26, 2024

Date

Approved As To Form:

Mark Williams

09/23/2024

OUSD Facilities Legal Counsel

Date

1055604
CALIFORNIA CONTRACTOR'S
LICENSE NO.

07/31/2025
LICENSE EXPIRATION DATE

{SR799843} 9

Agreement Between Owner and Contractor Over \$60,000 – Data Media Services, Inc. – Westlake Middle School
Security Improvement Project - \$127,600.00

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

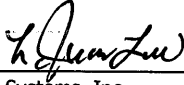
Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

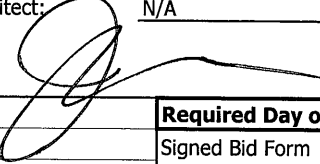
School: Westlake Middle School
Project: Security Improvement
Project #: 24129
Estimate: \$ 120,000.00

Date: Thursday, September 5, 2024
Time: 2:00 p.m.
Project Mgr: Kyle Brower
Architect: N/A

Signature of Witness to Bid



Signature of Bid Opener



Company:	DecoTech Systems, Inc.	Base Bid:	\$ 165,535.00	Required Day of Bid:	
Address:	1180 Mt. Diablo Blvd., Suite 300	Allowance:	\$ 13,000.00	Signed Bid Form	X
	Walnut Creek, CA 94596	TOTAL:	\$ 178,535.00	Addendum Acknow.	X
Phone:	925-954-1520	Alternates		Bid Bond	X
Fax:	925-954-1521			Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		11:55 a.m.	9/5/2024	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:03 p.m.	9/5/2024		

Company:	Data Media Services, Inc.	Base Bid:	\$ 114,600.00	Required Day of Bid:	
Address:	562 14th Street	Allowance:	\$ 13,000.00	Signed Bid Form	X
City/State:	Oakland, CA 94612	TOTAL:	\$ 127,600.00	Addendum Acknow.	X
Phone:	209-688-1385	Alternates		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		11:42 a.m.	9/5/2024	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:10 p.m.	9/5/2024		

Company:	Data Sync Communications, Inc.	Base Bid:	\$ 275,000.00	Required Day of Bid:	
Address:	1791 Solano Avenue, Suite #A10	Allowance:	\$ 13,000.00	Signed Bid Form	X
City/State:	Berkeley, CA 94707	TOTAL:	\$ 288,000.00	Addendum Acknow.	X
Phone:	510-507-0802	Alternates		Bid Bond	
Fax:	510-743-7078			Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		12:55 p.m.	9/5/2024	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
		2:21 p.m.	9/5/2024		

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning and Management
High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of DATA MEDIA SERVICES INC., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Westlake Middle School Security Improvement Project, located at, 2629 Harrison Street, Oakland, CA (the "Contract")**. The Scope of work consists of Installation/replacement of approximately 38 security cameras, and repair/adjustment/removal of approximately 11 cameras at Westlake Middle School. Additionally, approximately 4 attic stock cameras shall be provided by the selected vendor. The camera server at the site shall be replaced. The selected vendor will also be responsible for the programming of all the cameras in Milestone.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

Bid Amount (Base Bid):

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of:

<u>ONE HUNDRED FOURTEEN THOUSAND SIX HUNDRED</u> Dollars <i>Bid Amount Without Contingency Allowance</i>	<u>\$ 114,600.00</u>
<u>Thirteen Thousand</u> Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	<u>\$13,000</u>
<u>ONE HUNDRED TWENTYSEVEN THOUSAND SIX HUNDRED</u> Dollars <i>Total Base Bid Amount</i>	<u>\$ 127,600.00</u>
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24129
AUGUST 19, 2024

BID FORM
DOCUMENT 00 31 01

Miscellaneous:

The low bid shall be determined as described in the Notice to Bidders.

The undersigned 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>

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

668 QUEENSLAND CIR
STOCKTON, CA 95206

Our Public Liability and Property Damage Insurance is placed with:

SPINNAKER INSURANCE COMPANY

Our Workers' Compensation Insurance is placed with:

EXEMPTED

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. <u>1</u>	Date <u>8/20/2024</u>	Addendum No. _____	Date _____
Addendum No. <u>2</u>	Date <u>8/30/2024</u>	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

This bid may be withdrawn in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

{SR799810}2

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24129
AUGUST 19, 2024

BID FORM
DOCUMENT 00 31 01

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

NOTE: This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Name of Company as Licensed in California: DATA MEDIA SERVICES INC.
Business Address: 668 QUEENSLAND CIR. STOCKTON, CA 95206
Telephone Number: 209-688-1385
California Contractor License No.: 1055604
Class and Expiration Date: C-7 EXP JUNE 15, 2026
Public Works Contractor Registration No.: 1000591508
State of Incorporation, if Applicable: CA.

INDIVIDUAL:

Dated: _____, 20__

(Name)

PARTNERSHIP:

{SR799810}3

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24129
AUGUST 19, 2024

BID FORM
DOCUMENT 00 31 01

Evidence of authority to bind partnership is attached.

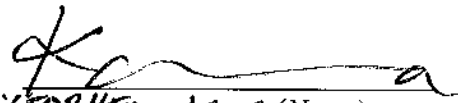
Dated: _____, 20__

General Partner

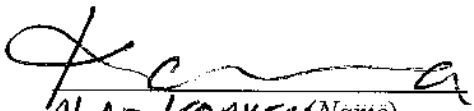
CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: 09/05, 2024


Christopher KOAYEM (Name)

(Chairman, Pres., or Vice-Pres.)


Christopher KOAYEM (Name)

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

{SR799810}4

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24129
AUGUST 19, 2024

BID FORM
DOCUMENT 00 31 01.



P.O. Box 5077, Sioux Falls, SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uw/services@cnasurety.com

DATE: September 4th, 2024

AGENT CODE: 04-23075

ATTENTION: MAURICIO ALEJANDRO GARCIA

Number of Pages: 5

RE: Bond 72691290 . Data Media Services, Inc.

Westlake Middle School Security Improvement Project
108

Contract Amount: \$ 127,500.00

Company Code: 0601

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company kit to each bond issued.

****Please advise us of the bid results as soon as they are available. Please complete and fax/email us the following:

Contract Price: \$ _____

Contract Date: _____

Next two lowest bidders: \$ _____

\$ _____

Was the principal the low bidder? ☐ Yes ☐ No

Do you need approval for the Performance and Payment bond at this time? ☐ Yes ☐ No

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit cnasurety.com and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

****IMPORTANT NOTICE AND REMINDER:** Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

Business Services

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 72672584

KNOW ALL MEN BY THESE PRESENTS that we, Data Media Services, Inc., as Principal, and WESTERN SURETY COMPANY, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of One Hundred Twenty Seven Thousand Six Hundred and 00/100 Dollars (\$ 127,600.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated **October 10, 2024**, for construction of

the Westlake Middle School Security Improvement Project, located at 2629 Harrison Street, Oakland, CA.(the "Contract"). The Scope of work consists of Installation/replacement of approximately 38 security cameras, and repair/adjustment/removal of approximately 11 cameras at Westlake Middle School. Additionally, approximately 4 attic stock cameras shall be provided by the selected vendor. The camera server at the site shall be replaced. The selected vendor will also be responsible for the programming of all the cameras in Milestone.

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said 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, and it 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.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or

[SR7589421]

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO.24129

PERFORMANCE BOND
DOCUMENT 00 61 00

subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 10th day of September, 2024, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety.)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

Data Media Services, Inc.

(Affix Corporate Seal)

(Corporate Principal)

668 Queensland Cir.
Stockton, CA 95206

(Business Address)

(Affix Corporate Seal)

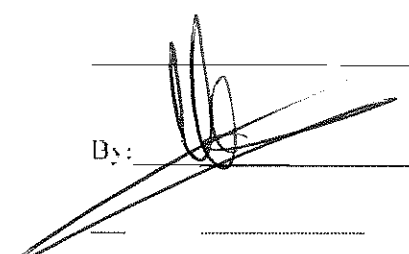
WESTERN SURETY COMPANY

(Corporate Surety)

151 North Franklin, 17th Floor
Chicago, IL 60606

(Business Address)



By: 

The rate of premium on this bond is \$30.00 per thousand.

The total amount of premium charged is \$3,828.00.

The above must be filled in by Corporate Surety.

SR768942:2

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO.24129

PERFORMANCE BOND
DOCUMENT 00 61 00

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 72672584

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Data Media Services, Inc., hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

the Westlake Middle School Security Improvement Project, located at 2629 Harrison Street, Oakland, CA.(the "Contract"). The Scope of work consists of installation/replacement of approximately 38 security cameras, and repair/adjustment/removal of approximately 11 cameras at Westlake Middle School. Additionally, approximately 4 attic stock cameras shall be provided by the selected vendor. The camera server at the site shall be replaced. The selected vendor will also be responsible for the programming of all the cameras in Milestone.

which said agreement dated October 10, 2024, and all of the Contract Documents are hereby referred to and made a part hereof:

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned WESTERN SURETY COMPANY ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of One Hundred Twenty Seven Thousand Six Hundred and 00/100 Dollars (\$ 127,600.00) which sum well and truly 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 said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

[SIC79898; 1

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT, NO:24129

PAYMENT BOND
DOCUMENT 00 61 01

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 so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

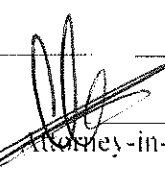
And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 10th day of September, 2024.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

Data Media Services, Inc.
Principal

WESTERN SURETY COMPANY
Surety

By: 
Attorney-in-Fact

The above bond is accepted and approved this _____ day of _____.

SR79893812

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT, NO.24129

PAYMENT BOND
DOCUMENT 00 61 01

☐ Acknowledgment of Principal

☒ Acknowledgment of Surety (Attorney-in-Fact)

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 } ss

On September 10th, 2024 before me, _____,
date here insert name and title of the officer
personally appeared Mauricio Alejandro Garcia,
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 _____ (Seal)

(The balance of this page is intentionally left blank.)



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72672584

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Mauricio Alejandro Garcia

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Data Media Services, Inc.

Obligee: Oakland Unified School District

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72672584 is not issued on or before midnight of January 10th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

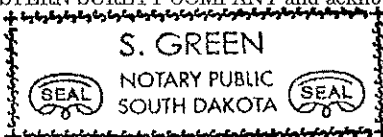
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 10th day of September, 2024.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 10th day of September, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 10th day of September, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

GENERAL PURPOSE RIDER

TO BE ATTACHED TO and form part of Bond Number 72672584 issued by the
WESTERN SURETY COMPANY, as
Surety, on behalf of Data Media Services, Inc. of
_____, hereinafter referred
to as the Principal, and in favor of Oakland Unified School District
of 955 High St., Oakland, CA 94603 hereinafter
referred to as the Oblige, in the sum of One Hundred Twenty Seven Thousand Six Hundred and 00/100
Dollars (\$127,600.00), effective the 10th day of September, 2024.

NOW, THEREFORE, it is agreed that _____
Effective date changed to: October 31, 2024
Description changed to: Westlake Middle School Security Improvement Project
Located at 2629 Harrison Street, Oakland, CA Project No. 24129.

IT IS FURTHER AGREED that all other terms and conditions of this bond shall remain unchanged.

THIS RIDER IS TO BE EFFECTIVE the 20th day of September, 2024.

SIGNED, SEALED AND DATED this 20th day of September, 2024.

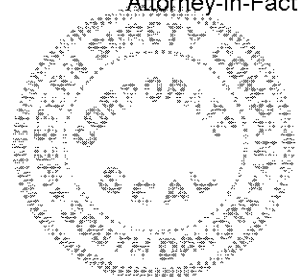
Accepted By:

Data Media Services, Inc.
(Principal)

By: _____ By: _____ (Seal)

WESTERN SURETY COMPANY
(Surety)

By: Larry Kasten (Seal)
Larry Kasten, Vice President Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72672584

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Larry Kasten

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Data Media Services, Inc.

Obligee: Oakland Unified School District

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72672584 is not issued on or before midnight of January 10th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 20th day of September, 2024.

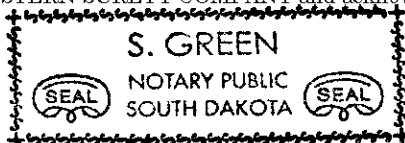
STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

ss

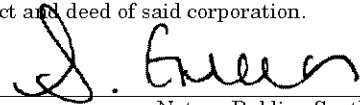
WESTERN SURETY COMPANY


Larry Kasten, Vice President

On this 20th day of September, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



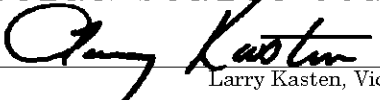
My Commission Expires February 12, 2027


Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 20th day of September, 2024.

WESTERN SURETY COMPANY


Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

BID BOND
DOCUMENT 00 40 00

Bond Number: 72671290

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
Data Media Services, Inc. as Principal and
WESTERN SURETY COMPANY as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
Ten Percent of Amount Bid Dollars (\$10%) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of Westlake Middle School Security in
strict accordance with Contract Documents. Improvement Project

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of agreement attached hereto and shall execute and deliver
Performance and Payment Bonds in the forms attached hereto (all properly completed in
accordance with said bid), and shall in all other respects perform the agreement created
by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force
and effect, it being expressly understood and agreed that the liability of the Surety for any
and all default of the Principal hereunder shall be the amount of this obligation as herein
stated.

Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the Contract on the call for bids, or to the
Work to be performed hereunder, or the specifications accompanying the same, shall in
any way affect its obligation under this bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of said Contract or the call
for bids, or to the Work, or to the specifications.

(SR7989-13) (

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 74129
AUGUST 19, 2024

BID BOND
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 5th day of September, 2024, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Data Media Services, Inc.

(Principal)

668 Queensland Cir.,
Stockton, CA 95206

(Business Address)

WESTERN SURETY COMPANY

(Corporate Surety)

151 North Franklin Street, 17th Floor
Chicago, IL 60606

(Business Address)

By:

MAURICIO ALEJANDRO GARCIA
Attorney-in-Fact

The rate or premium of this bond is N/A per thousand, the total amount of premium charged, \$ N/A.

(The above must be filled in by Corporate Surety).

(SR798244)2

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24129
AUGUST 19, 2024

BID BOND
DOCUMENT 00 40 00

☐ Acknowledgment of Principal

☒ Acknowledgment of Surety (Attorney-in-Fact)

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 } ss

On _____ date _____ before me, _____ here insert name and title of the officer
personally appeared MAURICIO ALEJANDRO GARCIA 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 _____ (Seal)

(The balance of this page is intentionally left blank.)



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72671290

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MAURICIO ALEJANDRO GARCIA

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Data Media Services, Inc.

Obligee: Oakland Unified School District

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72671290 is not issued on or before midnight of September 5th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

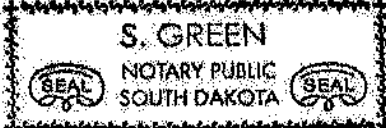
In Witness Whereof Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 5th day of September, 2024.

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 5th day of September, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 5th day of September, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

PROJECT: Westlake Middle School Security Improvement
PROJECT NO: 24129 BIDDER'S NAME DATA MEDIA SERVICES Inc.
DIR 10 Digit Registration No: 1000591508

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E),

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24129
AUGUST 19, 2024

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

{SR798843}

if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

NOTE: *Reproduce page two of this section for additional listings needed beyond the length of this form.*

Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
SELF PERFORM					
		SELF	DEP	FORM	

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24129
AUGUST 19, 2024

{SR798843}

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Westlake Middle School Security Improvement

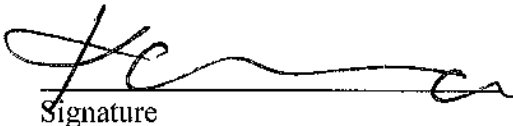
The undersigned declares:

I am the OWNER of DATA MEDIA SERVICES INC., the party making the foregoing bid or proposal ("Bid").

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 09/05, 20 24 at STOCKTON [city], CA [state].


Signature

CHRISTOPHER KOAYEN
Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24129
AUGUST 19, 2024

NON-COLLUSION
DOCUMENT 00 40 03

SUFFICIENT FUNDS DECLARATION

DOCUMENT 00 11 13

(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District

Contract: Westlake Middle School Security Improvement Project

I, CHRISTOPHER KOAYEN declare that I am the OWNER
[insert title] of DATA MEDIA SERVICES the entity making and submitting the bid for
the above Project that accompanies this Declaration, and that such bid includes sufficient
funds to permit DATA MEDIA SERVICES [insert name of entity] to comply with all local,
state or federal labor laws or regulations during the Project, including payment of
prevailing wage, and that DATA MEDIA SERVICES [insert name of entity] will comply with
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on 09/05 2024 at STOCKTON [city],
CA [state].

Date:

09/05/2024

[Signature]

Signature

Print Name:

CHRISTOPHER KOAYEN

Print Title:

OWNER

OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24129
August 20, 2024

SUFFICIENT FUNDS DECLARATION
DOCUMENT 00 11 13

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: Westlake Middle School Security Improvement

Check option that applies:

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

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

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

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

Date:

09/05/2024

Proper Name of Bidder:

DATA MEDIA SERVICES INC.

Signature:

[Signature]

Print Name:

CHRISTOPHER KOAYEN

Title:

OWNER

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION
DOCUMENT 00 40 06**

PROJECT/CONTRACT NO. 24129 between Oakland Unified
School District ("District") and DATA MEDIA SERVICES INC.
("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California public works contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date:

09/05/2024

Proper Name of Contractor:

DATA MEDIA SERVICES INC.

Signature:

[Signature]

Print Name:

CHRISTOPHER KOVAYEN

Title:

Owner

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION
DOCUMENT 00 42 00

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

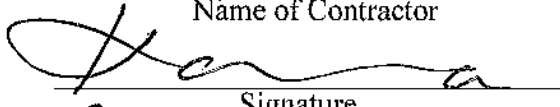
- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- (4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATA MEDIA SERVICES INC.
Name of Contractor

Signature
CHRISTOPHER KOVAYEN 09/05/2024
Print Name Date

SCHEDULE Z
DOCUMENT 00 52 00

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
<u>DATA MEDIA SERVICES</u>		<u>[Signature]</u>	
Company Name		Signature of Authorized Representative	
<u>668 QUEENSLAND CIR. STOCKTON, CA 95266</u>		<u>CHRISTOPHER KOAYEN</u>	
Address		Type or Print Name	
<u>209</u>	<u>688-1385</u>	<u>09/05/2014</u>	<u>CHRISTOPHER KOAYEN</u>
Area Code	Phone	Date	Type or Print Name

END OF DOCUMENT

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS**

(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code section 45125.2, and if such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see **Attachment A** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

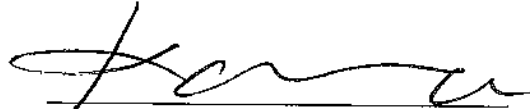
Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

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I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 09/05/2024


Signature

Name: CHRISTOPHER KOAYEN Title: OWNER

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.

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- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate;

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(14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

{SR684074}5

ATTACHMENT B

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM
FOR CONSTRUCTION CONTRACTS

Note: This form must be submitted by Contractor before it may commence any work.

Contractor Firm Name:

DATA MEDIA SERVICES

Supervisor/Foreman Name:

CALVIN ANDERSON

Start Date:

OCT. 10th, 2024

Completion Date:

JAN 10th 2025

Location of Work:

2629 HARRISON ST. OAKLAND, CA 94603

Hours of Work:

9AM - 5PM

Length of Time on Grounds:

90 DAYS

Number of Employees on the Job:

3

The Owner has determined that my employees, or that I as a sole proprietor, will have more than limited contact with students. Therefore, pursuant to Education Code section 45125.2, my firm will use the following methods to ensure student safety (check at least one):

☒ A physical barrier will be installed at the worksite to limit contact with pupils.

☐ I am not a sole proprietorship, and my employees will be continually monitored and supervised by one of my employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

☐ The Owner has agreed that my employees or sole proprietor will be surveilled by Owner's personnel.

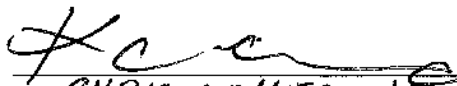
I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

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OAKLAND UNIFIED SCHOOL DISTRICT
WESTLAKE MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24129
AUGUST 19, 2024

FINGERPRINTING NOTICE &
ACKNOWLEDGING CERTIFICATE
DOCUMENT 00 43 00

Dated: 09/05/2024

Signature: 
Typed Name: CHRISTOPHER KRAYEN
Title: OWNER
Contractor: DATA MEDIA SERVICES Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Steven Almanza Agency 22939 Hawthorne Blvd. Unit 311 Torrance, CA 90505	CONTACT NAME: Steve Almanza PHONE (A/C, No. Ext): (562) 861-0301 E-MAIL ADDRESS: Salmanza@stevenalmanzaagency.com FAX (A/C, No): (424) 358-4847														
INSURED DATA SYNC COMMUNICATION INC. DBA DATA SYNC COMMUNICATION 1791 Solano Ave, Suite A10 Berkeley CA 94707	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td></td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D : Clear Spring Property Casualty Company</td><td>15563</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B :		INSURER C :		INSURER D : Clear Spring Property Casualty Company	15563	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER F :															

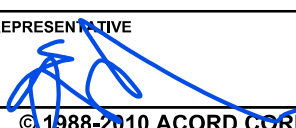
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N Y	N / A	CWC02368901	07/31/2024	07/31/2025	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Division of Facilities Planning and Management 955 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	American Tri-Star Insurance Services, Inc. 16162 Beach Blvd Ste 100 Huntington Beach, CA. 92647	CONTACT NAME:	Anthony Gallo	
		PHONE (A/C, No, Ext):	(619) 919-0325	FAX (A/C, No):
		E-MAIL ADDRESS:	anthony@amtsi.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A :	Spinnaker Insurance Company	24376
INSURED	DATA MEDIA SERVICES INC 668 Queensland Cir Stockton, California 95206	INSURER B :	California Automobile Insurance Company-MERCURY 38342	
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	HBW4295943XB1	12/15/2023	12/15/2024	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY	☒	☒	BA040000086017	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐							
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	DED							
	RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE	☐					E.L. EACH ACCIDENT	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	N/A				E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY						EACH CLAIM	
							AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract, the following endorsements apply to the Certificate Holder and/or any other entity named in this section: General Liability
Additional Insured (Ongoing & Completed Operations) CG2010 04-13 & CG2037 04-13, Waiver of Subrogation RSG14048 10-08, Primary & Non-Contributory CG2001 04-13.

30 DAY CANCELLATION NOTICE APPLIES
CERTIFICATE HOLDER IS ALSO ADDITIONALLY INSURED.

CERTIFICATE HOLDER Oakland Unified School District 1000 Broadway, Suite 680 Oakland, CA. 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Westlake Middle School Security Improvement	Site	213
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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	☒ 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
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Contractor Information

Contractor Name	Data Media Services, Inc.	Agency's Contact		Christopher Koayen				
OUSD Vendor ID #	006952	Title		President				
Street Address	668 Queensland Circle	City	Stockton	State	CA	Zip	95206	
Telephone	510-639-1914	Policy Expires						
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	24129							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-31-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	1-29-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$127,600.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9860 9000	Fund 21, Measure Y	210-9657-0-9000-8500-6274-213-9180-9906-9999-24129	6274	\$127,600.00

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.	Executive Director, Facilities				
	Signature:  Preston Thomas (Sep 26, 2024 13:49 PDT)	Date Approved	Sep 26, 2024		
2.	General Counsel, Facilities				
	Signature: 	Date Approved	09/23/2024		
3.	Chief Systems & Services Officer				
	Signature:  Preston Thomas (Sep 26, 2024 13:49 PDT)	Date Approved	Sep 26, 2024		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			