Board Office Use: Legislative File Info.		
File ID Number	22-2819	
Introduction Date	1/11/2023	
Enactment Number		
Enactment Date		



# Memo (Bid Award)

То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management
<b>Board Meeting Date</b>	January 11, 2023
Subject	Agreement Between Owner and Contractor – Deco Tech Systems – Oakland High School Security Improvement Project - Division of Facilities Planning and Management
Action Requested	Approval by the Board of Education of Agreement Between Owner and Contractor by and between the <b>District</b> and <b>Deco Tech Systems</b> , Walnut Creek, California, for the latter to provide installation, replacement, and repair of surveillance cameras including approximately 4 new, 102 replacements and 5 repairs. Scope also includes installation of door entry intercom system including Cisco CP-8865 Desk Station, Aiphone IX-DV series Video Door Station, Assa Abloy HES 9600 electric door strike, IXW-MA network relay, power supplies, conduit, wiring, programming, and training. All cameras, including the Aiphone door station, shall be programmed and integrated into Milestone XProtect software, for the <b>Oakland High School Security Improvement</b> <b>Project</b> , in the amount of <b>\$240,500.00</b> , which includes a contingency allowance of <b>\$21,500.00</b> , as the lowest responsive bidder, with the work anticipated to commence on <b>January 12, 2023</b> , and scheduled to last for ninety days (90), with an anticipated ending of <b>April 11, 2023</b> .
Discussion	The scope of work of the contract consists of installation, replacement and repair of surveillance cameras and door entry intercom systems for the Oakland High School Security Improvement Project. Contractor was selected through competitive bidding. (Public Contract Code§22037(a).
LBP (Local Business Participation Percentage)	00.00%
Recommendation	Approval by the Board of Education of Agreement Between Owner and Contractor by and between the <b>District</b> and <b>Deco Tech Systems</b> , Walnut Creek, California, for the latter to provide installation, replacement, and repair of surveillance cameras including approximately 4 new, 102 replacements and 5 repairs. Scope also includes installation of door entry intercom system including Cisco CP-8865 Desk Station, Aiphone IX-DV series Video Door Station, Assa Abloy HES 9600 electric door strike, IXW-MA network relay, power supplies, conduit, wiring, programming, and training. All cameras, including the Aiphone door station, shall be programmed and integrated into Milestone XProtect software, for the <b>Oakland High School Security Improvement</b> <b>Project</b> , in the amount of <b>\$240,500.00</b> , which includes a contingency allowance of <b>\$21,500.00</b> , as the lowest responsive bidder, with the work anticipated to commence on

January 12, 2023, and scheduled to last for ninety days (90), with an anticipated ending of April 11, 2023.

Fiscal Impact

Fund 21 Building Funds, 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.

9Legislative File ID No.	<u>22-2819</u>	
Department:	Facilities Planning and Management	
Vendor Name:	Deco Tech Systems	
Project Name:	Oakland High School Security Improvement Project	Project No.: <u>22135</u>
Contract Term: Intended	l Start: January 12, 2023	Intended End: April 11, 2023
Total Cost Over Contrac	et Term: <u>\$240,500.00</u>	
Approved by: <u>Tadashi</u>	<u>Nakadegawa</u>	
Is Vendor a local Oakland Business or has it met the requirements of the		
Local Business F	Policy?	
How was this contractor or vendor selected?		
Deco Tech Systems was s	elected by the District as the lowest responsible and responsive	bid.

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

 $\boxtimes$ 

Deco Tech Systems to provide installation, replacement, and repair of surveillance cameras including approximately 4 new, 102 replacements and 5 repairs. Scope also includes installation of door entry intercom system including Cisco CP-8865 Desk Station, Aiphone IX-DV series Video Door Station, Assa Abloy HES 9600 electric door strike, IXW-MA network relay, power supplies, conduit, wiring, programming, and training. All cameras, including the Aiphone door station, shall be programmed and integrated into Milestone XProtect software ,for the Oakland High School Security 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:

- $\Box$  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 (including sole source) *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 RFQ/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:

- □ Architect, engineer, construction project manager, land surveyor, or environmental services selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), <u>and</u> (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- □ Architect or engineer *when state funds being used* selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), <u>and</u> (c) using a 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*
- $\Box$  For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- □ No advantage to bidding (including sole source) *contact legal counsel to discuss if applicable*

### Purchasing Contract:

- $\Box$  Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- □ 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) – <i>contact legal counsel to discuss if applicable</i>
□ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – <i>contact legal counsel to discuss if applicable</i>
□ Piggyback contract for purchase of personal property (Public Contract Code §20118) – <i>contact legal counsel to discuss if applicable</i>
□ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – <i>contact legal counsel to discuss if applicable</i>
□ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss if applicable</i>
□ Other:
Maintenance Contract:
$\Box$ Price is at or under bid threshold of \$99,100 (as of 1/1/22)
$\Box$ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss</i>
$\Box$ Other:

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

### AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective January 12, 2023, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and DECO TECH SYSTEMS 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

# Oakland High School Security Improvement Project, located at 1023 MacArthur Blvd, Oakland. CA. 94610,

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

### Oakland Unified School District, 955 High Street, Oakland, CA, 94601, PH: 510-535-2728,

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only.

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 the novel coronavirus and COVID-19, 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.

**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 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 **January 12, 2023**, in which case the deadline for Completion would be **April 11, 2023**.

The site for the Contract will not be available to the Contractor for construction on the following dates: N/A. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

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 \$1,000.00 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 \$1,000.00 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 TWO HUNDRED FORTY THOUSAND FIVE HUNDRED DOLLARS 00/100 (\$240,500.00) 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 does not include any special allowances. The above contract price includes a general contingency allowance of **TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS 00/100 (\$21,500.00)** 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 amounts, or to receive a time extension or other consideration, 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  $(1\frac{1}{2})$ 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 \$2,000,000 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,

Agreement Over \$60,000 – Deco Tech Systems – Oakland High School Security Improvement Project - \$240,500.00 {SR684259}

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, which includes change orders 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.

CONTRACTOR: DECO TECH SYSTEMS	
Signature:	
Name: David Dickstein	
Chairman, Pres., or Vice Pres. President	
Signature: Kin RM 128 2022	
Name: Kelly le Geest	
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer)	
	2

Agreement Over \$60,000 – Deco Tech Systems – Oakland High School Security Improvement Project - \$240,500.00 {SR684259}

### **OAKLAND UNIFIED SCHOOL DISTRICT**

Gary Yee, President, Board of Education	Date	
Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education	Date	
R	12/16/2022	
Tadashi Nakadegawa, Deputy Chief Facilities Planning & Management	Date	
Approved As To Form:		
all	12/16/22	
OUSD Facilities Legal Counsel	Date	

<u>862324</u> CALIFORNIA CONTRACTOR'S LICENSE NO.

8/30/2023 LICENSE EXPIRATION DATE

**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.

Agreement Over \$60,000 - Deco Tech Systems - Oakland High School Security Improvement Project - \$240,500.00 {SR684259}

### PERFORMANCE BOND DOCUMENT 00 61 00

Bond Number: 57BSBI19620

KNOW ALL MEN BY THESE PRESENTS that we, <u>DecoTech Systems</u> as Principal, and Hartford Fire Ins. Co., 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 \_\_\_\_\_\_\_ Dollars (\$ 240,500 \_\_\_\_\_\_) 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 January 12, 2023, for construction of

The Oakland High School Security Improvement Project, located at 1023 MacArthur Boulevard, Oakland, California, 94610, which consists of but not limited to: Scope of work includes but not limited to Installation, replacement, and repair of surveillance cameras at Oakland High School including approximately 4 new, 102 replacements and 5 repairs. Scope also includes installation of door entry intercom system including Cisco CP-8865 Desk Station, Aiphone IX-DV series Video Door Station, Assa Abloy HES 9600 electric door strike, IXW-MA network relay, power supplies, conduit, wiring, programming, and training. All cameras, including the Aiphone door station, shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K12 experience, Milestone certification prior to bid opening, and in-house networking staff. Oakland Unified School District will provide servers if required, as well as Milestone licenses. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R. (the "Contract").

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

OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT NO.:22135 PERFORMANCE BOND DOCUMENT 00 61 00

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IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 12 day of <u>December</u>,  $20_{22}$ , hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

(Affix Corporate Seal)

By:

(Individual Principal)

1180 Mt. Diablo Blvd., #300 - Walnut Creek, CA (Business Address)

DecoTech Systems, Inc. (Corporate Principal)

(Business Address)

(Affix Corporate Seal)

Hartford Fire Insurance Company (Corporate Surety)

One Hartford Plaza - Hartford, CT (Business Address)

Alexa Perfecto, Attorney-In-Fact

The rate of premium on this bond is 1.5 per thousand.

 SEE ATTACHED ACKNOWLEDGMEN

The above must be filled in by Corporate Surety.

OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT NO.:22135 PERFORMANCE BOND DOCUMENT 00 61 00

2

ACKNOWLEDGMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of)
On <u>December 12, 1022</u> before me, <u>Priyanka Kumar, Notary Public</u> (insert name and title of the officer)
personally appeared <u>Alexa Perfecto</u> , 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)

Some of the Companies names below are not licensed in every state	
X Hartford Fire Insurance Company	
X Hartford Casualty Insurance Company	
X Hartford Accident and Indemnity Company	
Hartford Underwriters Insurance Company	RARIFORD
Twin City Fire Insurance Company	
Hartford Insurance Company of Illinois	
Hartford Insurance Company of the Midwest	
Hartford Insurance Company of the Southeast	
(Designated Company(ies) delineated above by X in box)	One Hartford Plaza, Hartford, Connecticut 06155
Date: 4/19/2021	
Bond Department San Francisco (57) Subject: Power Of Attorney – Agency Code: 57-101622 To: NIXON INSURANCE AGENCY 396 CIVIC DRIVE SUITE A PLEASANT HILL, CA 94523	
POA names as of this date: Christopher Nixon, Alexa Perfecto, Jan HILL, California	Sprague of PLEASANT
	Sprague of PLEASANT
Christopher Nixon, Alexa Perfecto, Jan HILL, California	
Christopher Nixon, Alexa Perfecto, Jan	X (Standard) Underwriting Authority
Christopher Nixon, Alexa Perfecto, Jan HILL, California	X       A (Standard) Underwriting Authority         D (None) Underwriting Authority
Christopher Nixon, Alexa Perfecto, Jan HILL, California	X (Standard) Underwriting Authority
Christopher Nixon, Alexa Perfecto, Jan HILL, California	X       A (Standard) Underwriting Authority         D (None) Underwriting Authority         E (Bulk Reporting) Underwriting Authority
Christopher Nixon, Alexa Perfecto, Jan HILL, California Unlimited Bond Signing Authority Attached is the following: X Original power for producing pre-printed powers Do not attach a photocopy (Xerox) or a faxed copy to any bond. The Power of Attorney (POA) form <u>must be sealed prior to bein</u>	X       A (Standard) Underwriting Authority         D (None) Underwriting Authority         E (Bulk Reporting) Underwriting Authority
Christopher Nixon, Alexa Perfecto, Jan HILL, California Unlimited Bond Signing Authority Attached is the following: X Original power for producing pre-printed powers Do not attach a photocopy (Xerox) or a faxed copy to any bond. The Power of Attorney (POA) form must be sealed prior to bein Sent under separate cover directly to the Agency:	X       A (Standard) Underwriting Authority         D       D (None) Underwriting Authority         E       (Bulk Reporting) Underwriting Authority
Christopher Nixon, Alexa Perfecto, Jan         HILL, California         Unlimited       Bond Signing Authority         Attached is the following:         X       Original power for producing pre-printed powers         Do not attach a photocopy (Xerox) or a faxed copy to any bond.         The Power of Attorney (POA) form must be sealed prior to bein         Sent under separate cover directly to the Agency:         Manually executed power(s) (Wet Powers) to the attention	X       A (Standard) Underwriting Authority         D       D (None) Underwriting Authority         E       (Bulk Reporting) Underwriting Authority
Christopher Nixon, Alexa Perfecto, Jan HILL, California Unlimited Bond Signing Authority Attached is the following: X Original power for producing pre-printed powers Do not attach a photocopy (Xerox) or a faxed copy to any bond. The Power of Attorney (POA) form must be sealed prior to bein Sent under separate cover directly to the Agency:	X       A (Standard) Underwriting Authority         D       D (None) Underwriting Authority         E       (Bulk Reporting) Underwriting Authority

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Signed Jennifer Salinas

# STATE OF CALIFORNIA DEPARTMENT OF INSURANCE N9 SAN FRANCISCO

Nº 07268

# Certificate of Authority

## THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California, Hartford Fire Insurance Company

of Hartford, Connecticut , organized under the laws of Connecticut , subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler Team and Vehicle, Automobile Aircraft, Legal, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.



Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

Ву

FORM CS-3

NOTICE:

COP 00 38

# POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-11 One Hartford Plaza Hartford, Connecticut 06155 Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

### KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIXON INSURANCE AGENCY Agency Code: 57-101622

Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
 Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
 Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
 Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
 Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
 Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
 Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
 Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Christopher Nixon, Alexa Perfecto, Jan Sprague of PLEASANT HILL, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by 🖾, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



STATE OF FLORIDA

ss. Lake Mary



#### COUNTY OF SEMINOLE

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Noelle Ciccone My Commission #FF029702 Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of \_\_\_\_\_\_.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois, Assistant Vice President

### **PAYMENT BOND DOCMENT 00 61 01** (Labor and Material)

Bond Number: <u>57BSBII9620</u>

**،** ۱

### KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and <u>DecoTech Systems, Inc.</u>, 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

### Oakland High School Security Improvement Project, located at 1023 MacArthur Boulevard, Oakland, California, 94610, which consists of but not limited to:

Scope of work includes but not limited to Installation, replacement, and repair of surveillance cameras at Oakland High School including approximately 4 new, 102 replacements and 5 repairs. Scope also includes installation of door entry intercom system including Cisco CP-8865 Desk Station, Aiphone IX-DV series Video Door Station, Assa Abloy HES 9600 electric door strike, IXW-MA network relay, power supplies, conduit, wiring, programming, and training. All cameras, including the Aiphone door station, shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K12 experience, Milestone certification prior to bid opening, and in-house networking staff. Oakland Unified School District will provide servers if required, as well as Milestone licenses. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R.

Which said agreement dated <u>January 12, 2023</u>, 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 <u>Hartford Fire Insurance Company</u> ("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 <u>Two Hundred Forty Thousan Five Hundred</u> Dollars (\$ 240,500 ) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

1

PAYMENT BOND DOCUMENT 00 61 01 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.

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 12 day of December \_\_\_\_\_,  $20_{22}$ .

))))

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

Principal

DecoTech Systems, Inc

Hartford Fire Insurance Company Surety

By: \ Attorney-in-Fact

Alexa Perfecto

The above bond is accepted and approved this 12 day of <u>December</u>

OAKLAND UNIFIED SCHOOL DISTRICT OAKALND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT. NO.:22135 PAYMENT BOND DOCUMENT 00 61 01

SEE ATTACHED ACKNOWLEDGMEN

PK 12/12/2022

2

	ACKNOWLEDG	MENI
A notary public or other off certificate verifies only the who signed the document attached, and not the truth validity of that document.	identity of the individual to which this certificate is	
State of California County of Contra Co	/	
On December 12,	before me, Priyar	nka Kumar, Notary Public
		sert name and title of the officer)
subscribed to the within instru	ument and acknowledged	to be the person(s) whose name(s) is/are to me that he/she/they executed the same er/their signature(s) on the instrument the h(s) acted, executed the instrument.
L certify under PENALTY OF	PERJURY under the laws	of the State of California that the foregoin
paragraph is true and correct		PRIYANKA KUMAR COMM. # 2290826 NOTARY PUBLIC - CALIFORNIA
WITNESS my hand and offici	ial seal.	COUNTY OF CONTRA COSTA MY COMM. EXP. JUNE 8, 2023
WITNESS my hand and onlo		MAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

# POWER OF ATTORNE

Direct Inquiries/Claims to: THE HARTFORD BOND, T-11 **One Hartford Plaza** Hartford, Connecticut 06155 Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

#### KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIXON INSURANCE AGENCY Agency Code: 57-101622

X Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut	
X Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana	
X Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut	
Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut	
Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana	
Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois	
Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana	
Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida	
their home office in Hartford. Connecticut, (hereinafter collectively referred to as the "Companies") do bereby make constitute a	an

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Christopher Nixon, Alexa Perfecto, Jan Sprague of PLEASANT HILL, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins, Assistant Secretary



Joelle L. LaPierre, Assistant Vice President

**STATE OF FLORIDA** 

ss. Lake Mary

### **COUNTY OF SEMINOLE**

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Noelle Ciccone My Commission #FF029702 Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois, Assistant Vice President

Some of the Companies names below are not licensed in every state	KI D
X Hartford Fire Insurance Company	
Hartford Casualty Insurance Company	
<b>X</b> Hartford Accident and Indemnity Company	
Hartford Underwriters Insurance Company	
Twin City Fire Insurance Company	
Hartford Insurance Company of Illinois	
Hartford Insurance Company of the Midwest	
Hartford Insurance Company of the Southeast	
(Designated Company(ies) delineated above by X in box)	One Hartford Plaza, Hartford, Connecticut 06155
Date: 4/19/2021	
From: Bond Department San Francisco (57) Subject: Power Of Attorney - Agency Code: 57-101622 To: NIXON INSURANCE AGENCY 396 CIVIC DRIVE SUITE A PLEASANT HILL, CA 94523 POA names as of this date: Christopher Nixon, Alexa Perfecto, Jan HILL, California	Sprague of PLEASANT
Unlimited Bond Signing Authority	X       A (Standard) Underwriting Authority         D (None) Underwriting Authority         E (Bulk Reporting) Underwriting Authority
Attached is the following:         X       Original power for producing pre-printed powers         Do not attach a photocopy (Xerox) or a faxed copy to any bond	
The Power of Attorney (POA) form <u>must be sealed prior to be</u>	ing attached to the bond.
Sent under separate cover directly to the Agency:	
Manually executed power(s) (Wet Powers) to the atten	ntion of

Company Seal(s) to the attention of

Additional comments:

, ' ,

Signed Jennifer Salinas

DEPARTMENT OF INSURANCE Nº 07268

SAN FRANCISCO

STATE OF CALIFORNIA

# Certificate of Authority

## THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California, Hartford Fire Insurance Company

of Hartford, Connecticut , organized under the laws of Connecticut , subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler Team and Vehicle, Automobile Aircraft, Legal, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.



IN WITNESS WHEREOF, effective as of the <u>5th</u> day of <u>October</u>, <u>2000</u>, I have hereunto set my hand and caused my official seal to be affixed this <u>5th</u> day of <u>October</u>, <u>2000</u>

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

By

FORM CB-3

NOTICE:

🗱 OSP 00 39

# OWER OF ATTORNE

Direct Inquiries/Claims to: THE HARTFORD BOND, T-11 **One Hartford Plaza** Hartford, Connecticut 06155 Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

#### KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIXON INSURANCE AGENCY Agency Code: 57-101622

Х	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
Х	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
Х	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida
their ho	me office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint,

up to the amount of Unlimited :

having

Christopher Nixon, Alexa Perfecto, Jan Sprague of PLEASANT HILL, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by 🖾, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins, Assistant Secretary



**STATE OF FLORIDA** 

ss. Lake Mary

### COUNTY OF SEMINOLE

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals: that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Noelle Ciccone My Commission #FF029702 Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of

Signed and sealed in Lake Mary, Florida.



Keith How is

Keith D. Dozois, Assistant Vice President

### Oakland Unified School District Division of Facilities Planning and Management

## **BID OPENING TABULATION SHEET**

School:	Oakland High School			Date:	Thursday, November 17, 2022	
Project:	Security Improvement		_	Time:	2:00 P.M.	
Project #:	22135			Project Ngr.	Kyle Brower	_
Estimate:	\$215,000			Architect:	N/A	_
	de la					
Signature of V	Vitness to Bid		Signature of Bid Oper	ner / J		
Company:	Deco Tech Systems, Inc.	Base Bid:	\$219,000.00		Required Day of Bid:	
Address:	1180 Mt. Diablo Blvd St 300	Allowance:	\$21,500.00	[]	Signed Bid Form	X
City/State:	Walnut Creek, CA	TOTAL:	\$240,500.00		Addendum Acknow.	X
Phone:	925-954-1520	Alternates:		_/	Bid Bond	X
Fax:	925-954-1521				Non-Collusion	X
			1		Iran Contracting Certification	NA
			Time Submitted	Date Submitted	Site Visit Certification	NA
			9:41 AM	<u>`11-17-2022</u>	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	X
			2:15 PM	11/17/2022		
Company:	Data Media Services	Dece Did.	4225 000 00			
Address:	562 14th Street	Base Bid:	\$235,000.00		Required Day of Bid:	
City/State:	Oakland, Ca	Allowance: TOTAL:	\$21,500.00		Signed Bid Form	X
Phone:	209-688-1385	Alternates:	\$256,500.00		Addendum Acknow. Bid Bond	X X X
Fax:	209-851-3697	Alternates.			Non-Collusion	
	203 001 0037			··········	Iran Contracting Certification	NA
			Time Submitted	Date Submitted	Site Visit Certification	NA
			1:51 PM	<u>11/17/2022</u>	Contractor's Sub List	X
					Debarment Suspension & Schd Z	<u>−</u> x
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	X
			2:15 PM	11/17/2022		
Company:		Daga Did	<u>·</u>			_
Address:		Base Bid: Allowance:	¢21 500 00		Required Day of Bid:	_
City/State:	_	TOTAL:	\$21,500.00		Signed Bid Form Addendum Acknow.	
Phone:		Alternates:			Bid Bond	-
Fax:		/ iternaces.			Non-Collusion	-
					Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	
					Contractor's Sub List	-
					Debarment Suspension & Schd Z	
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	
Comment						
Company: Address:	_	Base Bid:	101 500 00		Required Day of Bid:	
City/State:	-	Allowance: TOTAL:	\$21,500.00		Signed Bid Form	
Phone:		Alternates:			Addendum Acknow. Bid Bond	
Fax:		Alternates.			Non-Collusion	
					Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	
					Contractor's Sub List	Ļ
					Debarment Suspension & Schd Z	
			-		Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	-
				The opening		
		· · · · · · · · · · · · · · · · · · ·				

### BID FORM DOCUMENT 00 31 01

### OAKLAND UNIFIED SCHOOL DISTRICT

Facilities Planning and Management 955 High Street, Oakland, CA. 94601

Dear Board Members:

DecoTech Systems Inc. The undersigned, doing business under the firm name of 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 Oakland High School Security Improvement Project, 1023 MacArthur Boulevard, Oakland, CA. 94610 (the "Contract"), Project No. 22135, Scope of work includes but not limited to Installation, replacement, and repair of surveillance cameras at Oakland HS including approximately 4 new, 102 replacements and 5 repairs. Scope also includes installation of door entry intercom system including Cisco CP-8865 Desk Station, Aiphone IX-DV series Video Door Station, Assa Ablov HES 9600 electric door strike, IXW-MA network relay, power supplies, conduit, wiring, programming, and training. All cameras, including the Aiphone door station, shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K12 experience, Milestone certification prior to bid opening, and in-house networking staff. Oakland Unified School District will provide servers if required, as well as Milestone licenses. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R. (the "Contract").

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, CA 94601

### <u>Bid Amount (Base Bid)</u>:

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

Two hundred nineteen thousand and no cents Bid Amount	Dollars	\$_219,000.00
<u>Twenty-One</u> Thousand, Five Hundred Contingency Allowance	Dollars	<u>\$21,500.00</u>

OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT NO. 22135

BID FORM DOCUMENT 00 31 0

{SR684258}

Two hundred forty thousand five hundred and no cents Total Base Bid Amount	_ Dollars	\$ <u>240,500.00</u>
<i>By submitting this bid, bidder acknowledges and agrees</i> <i>Total Base Bid Amount accounts for any and all allowa</i>		

### 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

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, 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 specifications and bid as accepted.

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:

DecoTech Systems, Inc.	
1180 Mt Diablo Blvd, Suite 300, Walnut Creek, CA 94596	

Our Public Liability and Property Damage Insurance is placed with:

Sentinel Insurance Company LTD

Our Workers' Compensation Insurance is placed with: Hartford Accident and Indemnity

OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT NO. 22135 BID FORM DOCUMENT 00 31 01 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.	Date _	Addendum No.	1	Date	10/31/2022
Addendum No.	Date _	Addendum No.	2	Date	11/14/2022
Addendum No	Date _	Addendum No.		Date	_

This bid may be withdrawn at any time prior before the scheduled time for opening or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid 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:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. <u>Bids by partnerships</u> 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. <u>Bids by corporations</u> must be signed 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.

OAKLAND UNIFIED SCHOOL DISTRICT OAKALND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT NO. 22135

BID FORM DOCUMENT 00 31 01

Print or Type Name: David Dickstein			
Title: President			
Signature:			
Name of Company as Licensed in California: DecoTech Systems, Inc.			
Business Address: 1180 Mt Diablo Blvd, Suite 300, Walnut Creek, CA 94596			
Telephone Number:925-954-1520			
California Contractor License No.:862324			
Class and Expiration Date:B, C7, C10 expires 8/31/2022			
Public Works Contractor Registration No.:1000003634			
State of Incorporation, if Applicable: <u>California</u>			
INDIVIDUAL:			
Dated:, 20_			
(Name) Signature			
PARTNERSHIP:			
Evidence of authority to bind partnership is attached.			
Dated:, 20_			
(Name) Signature			
General Partner			
CORPORATION:			
Evidence of authority to bind corporation is attached.			
Dated: <u>November 10</u> , 20 <sup>22</sup>			
(Name) David Dickstein (Chairman, Pres, or Vice-Pres. President			

(Name) Kelly DeGeest

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

OAKLAND UNIFIED SCHOOL DISTRICT OAKALND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT NO. 22135

BID FORM DOCUMENT 00 31 01

### BID BOND DOCUMENT 00 40 00

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS that we the undersigned <u>DecoTech Systems, Inc.</u> as Principal and <u>Hartford Fire Insurance Company</u> as Surety, are hereby held and firmly bound unto the Oakland Unified School District ("Owner") in the sum of <u>10% of the Contract Price</u> Dollars (\$\_\_\_\_\_) 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 <u>security camera upgrades</u> in strict accordance with Contract Documents.

### 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.

1

OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT NO. 22135 BID BOND DOCUMENT 00 40 00

{SR526355}

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this <u>8th</u> day of <u>November</u>, <u>2022</u>, 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:

By:

(Notary Seal)

DecoTech Systems, Inc. (Principal)

1180 Mt. Diablo Blvd., #300 - Walnut Creek, CA 94596 (Business Address)

David Dickstein, DechTech Systems, Inc.

Hartford Fire Insurance Company (Corporate Surety)

One Hartford Plaza - Hartford, CT 06155 Business Address)

leverte By:

Alexa Perfecto, Attorney-In-Fact

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

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

OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT NO. 22135

SEE ATTACHED ACKNOWLEDGMENT

> BID BOND DOCUMENT 00 40 00

2

ACKNOWLEDGMENT				
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.				
State of California County of(Contra Costa)				
On November 8, 2022 before me, Priyanka Kumar, Notary Public (insert name and title of the officer)				
Alon Parlin 1				
personally appeared <u>https://fecto</u> 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.				
l 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)				

1.1

Some of the Companies names below are not licensed in every state         X       Hartford Fire Insurance Company         X       Hartford Casualty Insurance Company         X       Hartford Accident and Indemnity Company         X       Hartford Underwriters Insurance Company         Y       Twin City Fire Insurance Company         Hartford Insurance Company of Illinois         Hartford Insurance Company of the Midwest	THE HARTFORD
Hartford Insurance Company of the Southeast	
(Designated Company(ies) delineated above by X in box)	One Hartford Plaza, Hartford, Connecticut 06155
Date: 4/19/2021 From: Bond Department San Francisco (57) Subject: Power Of Attorney – Agency Code: 57–101622 To: NIXON INSURANCE AGENCY 396 CIVIC DRIVE SUITE A PLEASANT HILL, CA 94523 POA names as of this date: Christopher Nixon, Alexa Perfecto, Jar HILL, California	n Sprague of PLEASANT
Unlimited Bond Signing Authority	X (Standard) Underwriting Authority
x	<b>D</b> (None) Underwriting Authority
	<b>E</b> (Bulk Reporting) Underwriting Authority
Attached is the following:         X       Original power for producing pre-printed powers Do not attach a photocopy (Xerox) or a faxed copy to any bont The Power of Attorney (POA) form must be sealed prior to be Sent under separate cover directly to the Agency:         Manually executed power(s) (Wet Powers) to the atter Company Seal(s) to the attention of	eing attached to the bond.

- 21

2.14

Additional comments:

Signed Jennifer Salinas

### STATE OF CALIFORNIA DEPARTMENT OF INSURANCE Nº 07268 SAN FRANCISCO

# Certificate of Authority

## THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California, Hartford Fire Insurance Company

, organized under the of Hartford, Connecticut , subject to its Articles of Incorporation or laws of Connecticut other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler Team and Vehicle, Automobile Aircraft, Legal, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.



IN WITNESS WHEREOF, effective as of the \_\_\_\_\_5th day of \_\_\_\_\_ October \_\_\_\_\_, 2000\_\_\_, I have hereunto set my hand and caused my official seal to be affixed this 5th October \_\_\_\_\_2000 \_ day of \_\_\_\_

Harry

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

By

FORM CB-3

CONP 00 20
# POWER OF ATTORNE

Direct Inquiries/Claims to: THE HARTFORD **BOND, T-11 One Hartford Plaza** Hartford, Connecticut 06155 Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

#### KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIXON INSURANCE AGENCY Agency Code: 57-101622

Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut X Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana Х Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut Х Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Christopher Nixon, Alexa Perfecto, Jan Spraque of PLEASANT HILL, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins, Assistant Secretary



Joelle L. LaPierre, Assistant Vice President

#### **STATE OF FLORIDA**

**SS**. Lake Marv

**COUNTY OF SEMINOLE** 

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Noelle Ciccone My Commission #FF029702 Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois, Assistant Vice President

#### DESIGNATION OF SUBCONTRACTORS DOCUMENT 00 40 01

 PROJECT:
 Oakland High School
 (Project Name)

 PROJECT NO:
 22135
 BIDDER'S NAME
 DecoTech Systemss, Inc.

 DIR 10 Digit Registration No:
 1000003634

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), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public

OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT NO. 22135 DESIGNATION OF SUBCONTRACTORS DOCUMENT 00 40 01

{SR526332}

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
NONE					
		2			
		1			

OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT NO. 22135 DESIGNATED OF SUBCONTRACTORS DOCUMENT 00 40 01

{SR526332}


I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

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 11/10/, 20 22, at Walnut [city], CA [state]. Signature: David Dickstein

Title: President

OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT NO. 22135

DESIGNATED OF SUBCONTRACTORS DOCUMENT 00 40 01

{SR526332}

#### NONCOLLUSION DECLARATION DOCUMENT 00 40 03

Owner:Oakland Unified School DistrictContract:Oakland High School Security Improvement

The undersigned declares:

I am the \_\_\_\_\_\_ President \_\_\_\_\_\_ of \_\_\_\_\_ DecoTech Systems, Inc. , the

party making the foregoing 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 has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder. 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 11/10, 2022, at Walnut Creck [city],  $\angle CA$  [state].

1

Signature

David Dickstein

Print Name

OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT NO. 22135 NON-COLLUSION DOCUMENT 00 40 03

{SR526354}

## SUFFICIENT FUNDS DECLARATION DOCUMENT 00 11 13 (Labor Code section 2810)

Owner: Oakland Unified School District Contract: Oakland High School

I, <u>David Dickstein</u>, declare that I am the <u>President</u> [insert title] of <u>DecoTech Systems</u>, Inc. , the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit <u>DecoTech Systems</u>, Inc. [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 <u>DecoTech Systems</u>, Inc. [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 <u>11/10</u> 2022, at <u>Walnut Creek</u> [city], CA [state].

Date: <u>November 10, 2022</u>	Signature
	Print Name: David Dickstein
	Print Title: President

#### FINGERPRINTING NOTICE AND ACKNOWLEDGMENT FOR CONSTRUCTION CONTRACTS (Education Code Sections 45125.1 and 45125.2) DOCUMENT 00 43 00

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. 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 to you, the bidding contractor, simply to assist such entities with compliance with the law.

- 1. The Owner has determined that your employee(s), or you as a sole proprietorship, will have more than limited contact with students, therefore the Owner 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.

[NOTE TO OWNER: Most projects create more than "limited contact" with students; however, if the owner has determined that the contractor will only have limited contact (or will have no contact) with students (for example, new construction at an isolated site), then please consult with legal counsel about whether this notice is required.]

2. If you are providing the construction, reconstruction, rehabilitation or repair 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).) If you use one or more of these three methods, you must 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.

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

Dated: November 10, 2022

Signature

Name: David Dickstein

Title: President

OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT NO. 22135 FINGERPRINTING NOTICE & ACKNOWLEDGING CERTIFICATE DOCUMENT 00 43 00

#### IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code sections 2202-2208) DOCUENT 00 40 04 (To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete <u>one</u> of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

## **OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

Bidder Name/Financial Institution (Pr DecoTech Systems, Inc.	<i>Federal ID Number (or n/a)</i> 68-0424937							
By (Authorized Signature)								
Printed Name and Title of Person Sign	Ting							
David Dickstein, President	David Dickstein, President							
Date Executed November 10, 2022Executed in Walnut Creek, CA								

## **OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Bidder Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

1

OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT NO. 22135 IRAN CONTRACTING DOCUMENT 00 40 04



November 10, 2022

#### QUESTIONNAIRE REGARDING QUALIFICATIONS AND EXPERIENCE DOCUMENT 00 21 00

- 1. All information on the prequalification application submitted to Oakland Unified School District and dated July 22, 2022 remains the same, no changes. Approval letter from Oakland Unified School District is dated July 28, 2022.
- 2. References and project information has been supplied on the prequalification application.
- 3. No contracts identified in the prequalification application has had any delayed dates in completion.
- 4. No contracts have had a Civil Wage and Penalty Assessment or Determination of Civil Penalty assessed.
- 5. N/A
- 6. N/A
- 7. None

David Dickstein, President

11/14/22

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 in this transaction by any Federal department, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department, 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 submittin as to the above stated con		y's authorized representative hereby certifies				
DecoTech Systems, Inc.						
Company Name 1180 Mt Diablo Blvd, Suite 300 Signature of Authorized Representative						
Walnut Creek, CA 94596		David Dickstein				
Address		Type or Print Name				
925 954-1520	November 10, 2022	David Dickstein				
Area Code Phone	Date	Type or Print Name				

#### **END OF DOCUMENT**

#### PRIME BIDDER CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

DOCUMENT 00 41 00

To be completed by the Prime Bidder		PAGE 1 OF 2						
PART I – IDENTIFICATION INFORMATION								
BIDDER'S NAME	BUSINESS ADDRESS	TELEPHONE NUMBER						
DecoTech Systems, Inc.	1180 Mt Diablo Blvd, Suite 300	925-954-1520						
Deterretin bystems, me.	Walnut Creek, CA 94596	725-754-1520						
SCHOOL DISTRICT	COUNTY	APPLICATION NO.						
Oakland Unified School District	Alamdea	22135						

**PART II** – **METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS** – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

**NOTE:** Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
<b>A.</b> □ <i>is Disabled Veteran</i> <i>owned and your forces,</i> <i>will perform at least 3</i> <i>percent of this contract</i>	will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).	
B. □ <i>is Disabled Veteran</i> <i>owned</i> <b>but is unable</b> <i>to</i> <i>perform the 3 percent of</i> <i>this contract with your</i> <i>forces</i>	will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent	will include a copy of each DVBE's letter from OSDS (including yours, if applicable).
<b>C. X</b> <i>is not Disabled Veteran owned</i>	will use DVBE subcontractors/ suppliers for at least 3 percent of this contract	
D.  is unable to meet the required participation goals	will complete a Good Faith Effort to obtain DVBE participation	will include the Prime Bidder's Good Faith Effort Worksheet.

**Note:** An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND HIGH SCHOOL SECURITY IMPROVEMENT PROJECT PROJECT NO.:22135 **PART III** – **DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL** – Architectural, engineering, environmental, land surveying or construction management firms complete this part **after** selection by the district and before the contract is signed.

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.

Enter the total of Lines A and B for each column.

- D. Enter the dollar amount of the bid/proposal to be performed by **non**-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) **non**-DVBE dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, <i>if</i> DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1. P.T.S.	\$7,215.00					
2.						
3.						
4.						
C. Subtotal (A & B)	\$7,215.00					
D. Non-DVBE	\$233,285.00					
E. Total Bid	\$240,500.00					

OAKLAND UNIFIED SCHOOL DISTRICT FREMONT HIGH SCHOOL – PROJECT NO. 22140 & STREET ACADEMY – PROJECT NO. 22152 SECURITY IMPROVEMENT PROJECTS

C.

DVBE PARTICIPATION CERTIFICATE DOCUMENT 00 41 00





## APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

## **Registration Information**

Type: Public Works

Period: 07/01/2022 06/30/2023

## **Contractor Information**

Contractor Name: DECOTECH SYSTEMS, INC.

Trade Name:

License Type Number: 1000003634

## **Contractor Physical Address**

Physical Business Country: United States of America

Physical Business Address: 1180 MT. DIABLO BLVD. Suite 300

Physical Business City/ WALNUT CREEK Province:

Physical Business State: CA

Physical Business Postal 94596 Code:

## **Contractor Mailing Address**

Mailing Country: United States of America Mailing Address: 1180 MT. DIABLO BLVD. Suite 300 Mailing City /Province: WALNUT CREEK Mailing State: CA Mailing Postal Code: 94596

## **Contact Info**

Daytime Phone: Mobile Phone: Daytime Phone Ext.:

Business Email: davidd@decotech.com Applicant's Email: dianep@decotech.com

## Workers' Compensation

#### **Professional Employer Organization (PEO)**

Do you lease employees through Professional Employer Organization? No

#### Workers' Compensation Overview

Carrier: HARTFORD ACCIDENT AND INDEMNITY COMPANY

Policyholder Name: DECOTECH SYSTEMS, INC.

Policy Number: 57WEZR6845

Inception Date: 07/01/2015

Expiration Date: July 1, 2022

## Certification

Yes 1 certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state; or local administrative agency, including a confirmed arbitration award

I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Diane L Parlanti, the undersigned, am , DECOTECH SYSTEMS, INC. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 8:54 AM

## Legal Entity Information

#### **Legal Entity Type: Corporation**

Name: DECOTECH SYSTEMS, INC.

17-098027

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The second s			Ĩ			
Secretary of State Statement of Information (California Stock, Agricultural Cooperative and Foreign Corp	lar	SI-550	Secre	ILED lary of State of California		
IMPORTANT Read instructions before completing	ng this form.		NOV 2 0 2017			
Fees (Filing plus Disclosure) – \$25.00;						
Copy Fees – First page \$1.00; each attachment page Certification Fee - \$5.00 plus copy fee				VF/CC		
1. Corporation Name (Enter the exact name of the corporation Secretary of State. Note: If you registered in California using an	n as It is recorded with	h the California		For Office Use		
	n assumed name, see	a men acnores.)	2. 7-Digit Secretary of			
DECOTECH SYSTEMS, INC.			C2.	29957		
			C2.	[29957		
3. Business Addresses a. Street Address of Principal Executive Office - Do not list a P.O. Box		7.21.9 XXX 2/2	City (no abbreviations)	State	Zip Code	
1180 MOUNT DIABLO BLVD			WALNUT CREEK	CA	94596	
b. Mailing Address of Corporation, If different than item 3a			City (no abbreviations)	State	Zip Code	
c. Street Address of Principal California Office, if any and if different that	n liem 3a - Do not list a	P.O. Box	City (no abbreviations)	State CA	Zlp Code	
4. Officers The Corporation is required to Financial Officer may be adde			below. An additional title for the form must not be altered.	e Chief Executive	Officer and	d Chief
a. Chief Executive Officer/ First Name DAVID	Middie Name MARTIN		Last Name DICKSTEIN		,	Suffix
Address 3404 SILVER SPRINGS CT			City (no abbreviations)	State CA	Zip Code 94549	
b. Secretary First Name KELLY	ROBERT		Last Name DEGEEST		d	Suffix
Address 5105 REDTAIL CT			City (no abbreviations) ANTIOCH	State CA	Zip Code 94531	5-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
c. Chief Financial Officer/ First Name SUZANNE	Middle Name AILEEN		Last Name DICKSTEIN			Suffix
Address 3404 SILVER SPRINGS CT			City (no abbraviations)	State CA	Zip Code 94549	
5. Director(s) California Stock and Agricult Corporation has additional directory	ural Cooperative Corr ectors, enter the name	porations ONLY e(s) and address	tem 5a: At least one name ses on Form SI-550A (see Instr	and address musuctions).	st be listed	. If the
a. First Name DAVID	Middle Name MARTIN		Last Name DICKSTEIN			Suffix
Address 1180 MOUNT DIABLO BLVD			City (no abbreviations) WALNUT CREEK	State	Zip Code 94596	
b. Number of Vacancles on the Board of Directors, if any			1			
6. Service of Process (Must provide either Individual OR Corp	oration.)					
INDIVIDUAL - Complete Items 6a and 6b only. Must include a a. California Agent's First Name (if agent is not a corporation)	agent's full name and	California street	address.			Dudly.
DAVID		MARTIN	DICKSTE	N		Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Bo 180 MOUNT DIABLO BLVD	ж	Gity (no abbrow WALNUT		State CA	Zlp Code 94596	
CORPORATION - Complete Item 6c only. Only include the na	ume of the registered a	agent Corporatio	on.			
c. California Registered Corporate Agent's Name (if agent is a corporatio	n) - Do not complete Ite	em 6a or 6b				
7. Type of Business			~			
Describe the type of business or services of the Corporation TECHNOLOGY SALES & SERVICE				~		
8. The Information contained herein, including in any a	ittachments, is tru	ue and correc	t	56	ħ/	
11/17/2017 DAVID DICKSTEIN	Aluce AL		PRESIDENT	har		i
Date Type or Print Name of Person Comple SI-550 (REV 01/2017)	ning the Form		Title	Signature 2017 California Secr	· · · · · · · · · · · · · · · · · · ·	
				www.sos.ca.gov	Juusiness/C	U

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## NOTICE TO BIDDERS DOCUMENT 00 11 11

Notice is hereby given that the Oakland Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for the award of a contract to construct the ("Contract"), **Project No. 22135** 

Oakland High School Security Improvement 1023 MacArthur Blvd, Oakland. CA. 94610

## Project consists of:

Scope of work includes but not limited to Installation, replacement, and repair of surveillance cameras at Oakland High School including approximately 4 new, 102 replacements and 5 repairs. Scope also includes installation of door entry intercom system including Cisco CP-8865 Desk Station, Aiphone IX-DV series Video Door Station, Assa Abloy HES 9600 electric door strike, IXW-MA network relay, power supplies, conduit, wiring, programming, and training. All cameras, including the Aiphone door station, shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K12 experience, Milestone certification prior to bid opening, and in-house networking staff. Oakland Unified School District will provide servers if required, as well as Milestone licenses. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R.

## Engineer's Estimate: \$215,000

**Project Manager** is Kyle Brower, who can be reached at: <u>kyle.brower@ousd.org</u> and/or: 510-459-1809.

*"The most qualified responsible responsive lowest bid shall be determined on the amount of the base bid."* The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined. The lowest bid shall be determined by the amount of the base bid.

This Contract *is* not subject to prequalification pursuant to Public Contract Code section 20111.6.

This Contract is subject to the District's Project Labor Agreement. <u>The full version of OUSD's latest Project Labor Agreement can be found by going to the</u> <u>OUSD home page: ousd.org > Offices and Depts > Facilities Planning & Management</u> <u>Department > Opportunities > Project Labor Agreement > 2021 PLA</u>

Bid Documents will be available on or after November 7, 2022, for review & pick-up at **East Bay Blue Print, located at 1745 14<sup>th</sup> Avenue, Oakland, CA 94606.** All requests should be addressed Attention: Sandy Petty. Plans can be ordered by:

Ph: 510-261-2990 Fax: 510-261-6077 Email: <u>ebbp@eastbayblueprint.com</u>, Attn: Sandy. Online using the Plan Command System at <u>www.eastbayblueprint.com</u> or plans can be delivered to a place of business, at requester's own expense. Payment for plan sets must be made with East Bay Blue Print and are **NON-REFUNDABLE** 

In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

Builder's Exchange of Alameda County	Reed Construction Market Data
McGraw Hill Construction Data	Contra Costa Builder's Exchange
San Francisco Builder's Exchange	Marin Builder's Exchange

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 (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 and proof of registration is provided.

The Contract Time shall be <u>90</u> calendar days, and liquidated damages for delay shall accrue. The deadline for Completion is TBD. See Article III of the Agreement for details.

Bids must be sealed and filed in the Business Office of the Owner at:

### Front Desk Facilities Planning & Management 955 High Street Oakland, CA 94601

on <u>November 17, 2022, before 2:00 p.m</u>. on the clock designated by the Owner or its representative as the bid clock, after which time the bids shall be opened. No bid will be accepted by the Owner after this time. Facsimile (FAX) copies of the bid will not be accepted. PLEASE NOTE: DUE TO COVID-19 BIDS WILL NOT BE OPENED. BID RESULTS WILL BE MADE AVAILABLE VIA EMAIL.

<u>A voluntary</u> pre-bid site visit will be held on November 9, 2022, at 2:00 p.m., at Front entrance of the Oakland High School site. Bidders who will be attending the site visit will be asked to sign in.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner, as

detailed in the Contract Documents.

Owner, or its designee, has determined that certain materials, services, products or things designated by specific brand or trade name shall not be subject to Public Contract Code section 3400(a) in order that a field test or experiment may be made to determine the product's suitability for future use; in order to match other materials, services, products or things in use on a particular Owner public improvement either completed or in the course of completion; in order to obtain a necessary item that is only available from one source; and in order to respond to an emergency declared by Owner.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a <u>C7 – Low Voltage Systems and/or C10 – Electrical</u> <u>Contractors license and Milestone Certification</u> license and shall maintain that license in good standing through Completion of the Contract and all applicable warranty periods. For all projects over Twenty-Five Thousand Dollars (\$25,000), the bidder shall state the public works contractor performing more than one-half of one percent (0.5%) of the bidder's total bid.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available on request.

Advertise:

1st Publication Date 2<sup>nd</sup> Publication Date

October 26, 2022 November 2, 2022



# Certification Diploma

## Manny Myerson Milestone Certified Integration Technician

Date: September 19, 2022



CERTIFIED INTEGRATION TECHNICIAN Evan Stucklos

Evan Stuckless Director, Learning & Performance

## ADDENDUM NO. 1

October 31, 2022

## Oakland High School Security Improvement OAKLAND UNIFIED SCHOOL DISTRICT OUSD PROJECT NUMBER 22135

Oakland Unified School District Facilities Planning & Management 955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No. 1

Site diagrams are attached to be added to this project.

See attached diagrams

## RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON THE FORM OF PROPOSAL

End of Addendum No. 1





## Additional Scope Information

## Camera Replacements: 102 **Old Analog** 116 Wellness Center Lobby 117 WCenter Treatment Rms 118 WCenter Hallway 119 WCenter Offices 1 120 WCenter Offices 2 121 WCenter Offices 3 122 WCenter Common Area 123 Shop Exit Door 2nd Flr 124 Shop Area Exit Hway 125 Exit Door Hallway 126 Hallway at Stairs 127 Classroom Door 128 Classroom Office 129 FirstFlr Sbuild Hallway 131 Science Bldg Elevator 132 Hallway Shop Area 133 Shop Area Exit Dr 1st Flr 134 Learning Center Shop Area 135 Bathroom Hallway 1st Flr BS 136 New Bldg Rear Exit Dr 137 New Bldg Common Space 138 New Bldg Entrance Dr 139 New Bldg Elevator 1st Flr 140 New Bldg Stairwell 2nd Flr 143 Shop Parking Lot 144 New Bldg Front Entrance 145 New Bldg Westside Walkway 147 Old main Stairway 150 Maind Bldg Westside Entrance 151 Main Bldg 1st Flr Hallway 152 Westside Hallway 153 1st Flr Hallway 1 154 1st Flr Hallway 2 155 1st Flr Hallway 3 156 1st Flr Hallway 4 157 Cafeteria 1 158 Cafeteria 2 159 Cafeteria 3 160 2nd Flr Hallway 1 161 2nd Flr Hallway 2 162 2nd Flr Hallway 3 163 2nd Flr Hallway 4 164 2nd Flr Hallway 5 165 2nd Flr Hallway 6 166 2nd Flr Hallway 7 169 2nd Flr Hallway 10 Rm 348 170 Science Wing Down Stairwell 171 Science Wing Stairwell 2 172 Science Wing Hallway Upstairs 173 1st Flr Hallway 5 174 1st Flr Hallway 6 114 Blacktop Area 2

175 Ground Flr Elevator 176 Cafeteria Entry 1st Flr 178 Cafeteria Gym Entrance 180 Gym 2 187 Back Gate Entrance 1 188 Back Gate Entrance 2 189 Main Stairs Landing 190 Cafeteria 3 191 Cafeteria 4 192 Main Landing 1 193 Main Office Hallway 1 194 Main Office Hallway 2 195 Back Main Office Hallway 1 **198 Westside Parking** 199 Main Entrance Hallway 200 Upper Theater 201 Main Entrance Exit 202 Principal Parking Lot 203 Lower Theater 1 204 Lower Theater 2 207 Upper Theater 2 Blurrv 100 Swimming Pool Gate 1 101 Senior Court 102 Swimming Pool Gate 2 103 Pool Area 105 Principal Parking Lot 1 106 Principal Parking Lot 2 107 Back Gate Parking Lot 108 Westside 1 109 Back Gate 1 110 Back Gate 2 142 Back Shop Parking Lot(Dirty) 148 Westside 2 149 Westside 3 167 2nd Flr Hallway 8 179 Gym 1 181 Blacktop Baseball Fields 182 Gym 3 183 East Stairs Outside 184 Gym 4 **185 Blacktop Tables 186 Senior Court** 205 School Sign Front 206 School Front 2 208 Back Main Office Hallway 2 **Poor Picture** 196 Back Gate Entry 197 Pool Area 111 Back Gate 3 112 Wellness Center Area 113 Blacktop Area 1

## Maintenance Items: 5

## No Video

146 New Bldg Baseball Area 177 Cafeteria 2 1st Flr

## **Adjust Angle**

163 2nd Flr Hallway 4

- 195 Back Main Office Hallway 1
- 135 Bathroom Hallway 1st Flr BS

## ADDENDUM NO. 2

November 14, 2022

## Oakland High School Security Improvement – OAKLAND UNIFIED SCHOOL DISTRICT OUSD PROJECT NUMBER 22135

Oakland Unified School District Facilities Planning & Management 955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No. 2

Additional Site diagrams are to be added to this project.

See attached diagrams

## RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON THE FORM OF PROPOSAL

End of Addendum No. 2



	/						DECOT-2 OF				OP ID: AP
CERTIFICATE OF LI						ABILITY INSURANCE DATE (MM/DD/YYYY) 09/01/2022					
	CERTIFIC BELOW.	RTIFICATE IS ISSUED AS A CATE DOES NOT AFFIRMAT THIS CERTIFICATE OF IN EENTATIVE OR PRODUCER, A	IVEL SUR/	.Y O ANCE	R NEGATIVELY AMEND E DOES NOT CONSTITU	). EXTE	ND OR ALT	FR THE CO	VERAGE AFFORDED		DLDER. THIS
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PR	ODUCER				5-521-1601	CONTA NAME:	CT Alexa P	erfecto, CL	CS		
aff.	. of Atlan	rance Agency ntic-Pacific Ins.				PHONE (A/C, N	o, Ext): 925-5	21-1601	FAX (A/C, N	925-5	21-1608
	6 Civic D	)rive, #A ill, CA 94523				E-MAIL	ss: aperfect	to@nixonin	suranceagency.con	1	
		n, CIC, CPCU					IN	SURER(S) AFFO	RDING COVERAGE		NAIC #
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		TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Lik	IITS	
A	X co	MMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	X		57UUNZC8139		09/02/2022	09/02/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
ļ									MED EXP (Any one person)	\$	10,000
ĺ									PERSONAL & ADV INJURY	\$	1,000,000
									GENERAL AGGREGATE	\$	2.000.000
									PRODUCTS - COMP/OP AGO	<u>}</u>	2,000,000
в		HER: DBILE LIABILITY							COMBINED SINGLE LIMIT	\$	1 000 000
-	24	Y AUTO			57UENBB6633		00/00/0000	00/00/0000	(Ea accident)	\$	1,000,000
		INED SCHEDULED AUTOS			JI DENEBO035		09/02/2022	09/02/2023	BODILY INJURY (Per person)	\$	
		ED NON-OWNED AUTOS ONLY							BODILY INJURY (Per acciden PROPERTY DAMAGE (Per accident)		
	AUI	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
Α	X UM	BRELLA LIAB X OCCUR								\$	5,000,000
	EXC	CESS LIAB CLAIMS-MADE			57RHUZC8175		09/02/2022	09/02/2023	EACH OCCURRENCE	\$\$	5,000,000
	DED	X RETENTION \$ 10,000							AGGREGATE	\$	
С		S COMPENSATION LOYERS' LIABILITY						-	X PER OTH- STATUTE ER	φ	
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Α	Installa	tion			57UUNZC8139		09/02/2022	09/02/2023	Per Loc.		250,000
									Agg Limit		250,000
RE Oak Emp resp	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE Work Performed Dakland Unified School District, its Governing Board, Officers, Agents, Employees & Volunteers are added as Additional Insured w/primary wording as espects General Liability coverage per HG0001 attached. Cancellation Clause is as per IL00171198 attached.										
					- <u>.</u>						
CEF	RTIFICA	TE HOLDER				CANC	ELLATION				
OAKLA27 Oakland Unified School District						THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE ( REOF, NOTICE WILL Y PROVISIONS.	ANCELL BE DEL	ED BEFORE IVERED IN
		1000 Broadway #440					IZED REPRESEN				
		Oakland, CA 94607				CULIS	Nixon, CIC	, CPCU			

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## **DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

	Project Information					
Project Name	Name         Oakland High School Security Improvement Project         Site         304					
	Basic Directions					
Sandaas a						
Services C	annot be provided until the contract is awarded by the Board <u>or</u> is en authority delegated by the Board.	tered by the Superinten	dent pursuant to			

Contractor Information								
Contractor Name	DecoTech Systems	Agency's Con	tact	David Dic	kstein			
OUSD Vendor ID #	001325	Title Preside		President	dent			
Street Address	1180 Mt. Diablo Blvd	City	Wal	nut Creek	State	CA	Zip	94596
Telephone	925-954-1520	Policy Expires	;				1 .	
Contractor History	Previously been an OUSD contractor? X Yes D No			Worked as an OUSD employee?  YesX No				
OUSD Project #	22135					•		

Term of Original/Amended Contract					
Date Work Will Begin (i.e., effective date of contract)	1-12-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	4-11-2023		
		New Date of Contract End (If Any)			

		Compensat	ion/Revised Compensation		
If New Contr Contract Price		\$ 240,500.00	If New Contract, Total Contract Price (Not To Exceed)	\$	
Pay Rate Pe	r Hour (If Hourly)	\$	If Amendment, Change in Price	\$	
Other Expenses		Requisition Number			
lf you a	re planning to multi-fund		Budget Information Inds. please contact the State and Federal Office <u>befo</u>	ore completing	requisition.
Resource #	Funding Source		Org Key	Object Code	Amount
9655/9900	Fund 21 Measure Y	210-9655-0-990	0-8500-6274-304-9180-9906-9999-22135	6274	\$ 240,500.00

Approval and Routing (in	order of	approval	steps
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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 Executive Director, Facilities Planning and Management 1. Signature **Date Approved** General Counsel, Department of Facilities Planning and Management 2. Signature **Date Approved** LOZANO SMITH, approved as to form 12/16/22 Deputy Chief, Facilities Planning and Management 3. Signature **Date Approved** 12/16/2022 **Chief Financial Officer** 4. Signature Date Approved President, Board of Education 5. Signature Date Approved