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OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo (Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

**Board Meeting Date** February 22, 2023

**Subject** Agreement Between Owner and Contractor – Rook Electric – Fremont High School and Street Academy 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 **District** and **Rook Electric**, Oakland, California, for the latter to provide installation, replacement, and repair of surveillance cameras at two sites - Fremont HS and Street Academy. Fremont HS includes approximately 32 new, 14 replacements and 37 repairs. Street Academy includes approximately 13 new and 3 repairs (no replacements). All cameras shall be programmed and integrated into Milestone XProtect software. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R, for the **Fremont High School and Street Academy Security Improvement Project**, in the lump sum amount of **\$154,300.00**, which includes two contingency allowances (one for each site) totaling **\$12,500.00**, as the lowest responsive bidder, with the work anticipated to commence on **February 23, 2023**, and scheduled to last for ninety days (90), with an anticipated ending of **May 23, 2023**.

**Discussion** The scope of work of the contract consists of installation, replacement and repair of surveillance cameras for the Fremont High School / Street Academy Security Improvement Project. Contractor was selected through informal competitive bidding. (Public Contract Code §22034(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 **District** and **Rook Electric**, Oakland, California, for the latter to provide installation, replacement, and repair of surveillance cameras at two sites - Fremont HS and Street Academy. Fremont HS includes approximately 32 new, 14 replacements and 37 repairs. Street Academy includes approximately 13 new and 3 repairs (no replacements). All cameras shall be programmed and integrated into Milestone XProtect software. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R, for the **Fremont High School and Street Academy Security Improvement Project**, in the lump sum amount of **\$154,300.00**, which includes two contingency allowances (one for each site) totaling **\$12,500.00**, as the lowest responsive bidder, with the work anticipated to commence on **February 23, 2023**,

and scheduled to last for ninety days (90), with an anticipated ending of **May 23, 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. 22-2844**

**Department: Facilities Planning and Management**

**Vendor Name: Rook Electric**

**Project Name: Fremont High School and Street Academy Security Improvement**

**Project No.: 22140/22152**

**Contract Term: Intended Start: February 23, 2023**

**Intended End: May 23, 2023**

**Total Cost Over Contract Term: \$154,300.00**

**Approved by: Tadashi Nakadegawa**

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?  Yes (No if Unchecked)**

**How was this contractor or vendor selected?**

Rook Electric was selected by the District as the lowest responsible and responsive bid.

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

Rook Electric to provide installation, replacement, and repair of surveillance cameras at two sites - Fremont HS and Street Academy. Fremont HS includes approximately 32 new, 14 replacements and 37 repairs. Street Academy includes approximately 13 new and 3 repairs (no replacements). All cameras shall be programmed and integrated into Milestone XProtect software. OUSD will provide servers if required, as well as Milestone licenses. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R, for the Fremont High School / Street Academy 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?

[Empty box for answer]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (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), **and** (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.), **and** (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*
- 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:

- 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) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

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

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective **February 23, 2023**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **ROOK ELECTRIC** 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

**Fremont High School/ Street Academy Improvement Project, located at  
4610 Foothill Blvd, Oakland, CA. 94601, & 417 29th Street, Oakland, CA. 94609**

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 **February 23, 2023**, in which case the deadline for Completion would be **May 23 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 **ONE HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED DOLLARS 00/100 (\$154,300.00)** 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 two general contingency allowances (\$10,000 for Fremont High School and \$2,500 for Street Academy) totaling **TWELVE THOUSAND FIVE HUNDRED DOLLARS 00/100 (\$12,500.00)** 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 (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

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

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

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

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

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

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

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

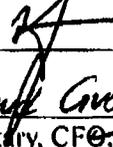
**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**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:**  
**ROOK ELECTRIC**

Signature: \_\_\_\_\_  \_\_\_\_\_ 12/19/22  
Date

Name: Leonid Gvozdev  
Chairman, Pres., or Vice Pres President

Signature: \_\_\_\_\_  \_\_\_\_\_ 12/19/22  
Date

Name: Leonid Gvozdev  
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) Secretary Treasurer

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Mike Hutchinson President, Board of Education 2/23/2023  
Date

  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
and Secretary, Board of Education 2/23/2023  
Date

  
\_\_\_\_\_  
Tadashi Nakadegawa, Deputy Chief Facilities  
Planning & Management 2/2/2023  
Date

Approved As To Form (limited):

  
\_\_\_\_\_  
OUSD Facilities Legal Counsel

2/1/23  
\_\_\_\_\_  
Date

999777  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

1/31/2024  
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.

**PERFORMANCE BOND**  
**DOCUMENT 00 61 00**

Bond Number: CIC1928349

**KNOW ALL MEN BY THESE PRESENTS** that we, Rook Electric, as Principal, and Capitol Indemnity Corporation, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of One Hundred Fifty-Four Thousand Three Hundred Dollars (\$154,300.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated January 12, 2023, for construction of

**The Fremont High School & Street Academy Security Improvement Project which consists of but not limited to installation, replacement and repair of surveillance cameras at two sites- Fremont HS and Street Academy. Fremont HS includes approximately 32 new, 14 replacements and 37 repairs. Street Academy includes approximately 13 new and 3 repairs (no replacements). All cameras shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K-12 experience, Milestone certification prior to bid opening, and in-house networking staff. OUSD 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.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this 24th day of January, 2023, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)  
Rook Electric

(Affix Corporate Seal)

\_\_\_\_\_  
(Corporate Principal)

8055 Collins Dr, Ste 205  
Oakland, CA 94621  
\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)

Capitol Indemnity Corporation  
(Corporate Surety)

2121 N. California Blvd, Suite 300  
(Business Address)

Walnut Creek, CA 94596

By  \_\_\_\_\_

Esteban Flores, Attorney-in-Fact

The rate of premium on this bond is 2.5% per thousand.

The total amount of premium charged is \$3,858.00.

The above must be filled in by Corporate Surety.

**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

CIC1928349

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

MICHAEL D LAPRE; DEBORAH M MCGUCKIN; KEVIN P SHINE; JAREN MARX; ESTEBAN FLORES; R.M. FRIEDIK  
YVONNE WEATHERFORD; PHILLIP SIMONS; COLLEEN E. WATSON; ARTYCE JOHNSON; SORNCHAI CHANSILA  
BELINDA JOHNSON; MICHAEL SIMONS; MICHELLE L. ELDRIDGE, J.C. SHIVELY

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$2,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

*RJ Byrnes*

Ryan J. Byrnes  
Senior Vice President,  
Chief Financial Officer and Treasurer

*Suzanne M Broadbent*  
Suzanne M. Broadbent  
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

*John L Sennott Jr.*

John L. Sennott, Jr.  
Chief Executive Officer and President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*

David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 24th day of January, 2023



*Andrew B. Diaz-Matos*

Andrew B. Diaz-Matos  
Senior Vice President, General Counsel and Secretary

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Ventura

On 01/24/2023 before me, R. M. Friedik, Notary Public,  
(Here insert name and title of the officer)

personally appeared Esteban Flores

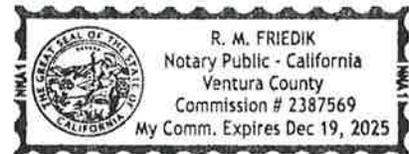
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

*R. M. Friedik*  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bond No. CIC1928349

(Title or description of attached document)

N/A

(Title or description of attached document continued)

Number of Pages three Document Date 01/24/2023

N/A

(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

**PERFORMANCE BOND**  
**DOCUMENT 00 61 00**

Bond Number: CIC1928349

**KNOW ALL MEN BY THESE PRESENTS** that we, Rook Electric, as Principal, and Capitol Indemnity Corporation, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of One Hundred Fifty-Four Thousand Three Hundred Dollars (\$154,300.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated January 12, 2023, for construction of

**The Fremont High School & Street Academy Security Improvement Project which consists of but not limited to installation, replacement and repair of surveillance cameras at two sites- Fremont HS and Street Academy. Fremont HS includes approximately 32 new, 14 replacements and 37 repairs. Street Academy includes approximately 13 new and 3 repairs (no replacements). All cameras shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K-12 experience, Milestone certification prior to bid opening, and in-house networking staff. OUSD 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.

**PAYMENT BOND**  
**DOCUMENT 00 61 01**  
**(Labor and Material)**

Bond Number: CIC1928349

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Rook Electric, 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

**Fremont High School Improvement Project, located at 4610 Foothill Blvd, Oakland, CA, and Street Academy Improvement Project, located at 417 29th Street, Oakland, CA, the scope consists of but not limited to:** installation, replacement and repair of surveillance cameras at two sites- Fremont HS and Street Academy. Fremont HS includes approximately 32 new, 14 replacements and 37 repairs. Street Academy includes approximately 13 new and 3 repairs (no replacements). All cameras shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K-12 experience, Milestone certification prior to bid opening, and in-house networking staff. OUSD 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 January 12, 2023, 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 Capitol Indemnity Corporation ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of One Hundred Fifty-Four Thousand Three Hundred Dollars (\$154,300.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

**PAYMENT BOND**  
**DOCUMENT 00 61 01**  
**(Labor and Material)**

Bond Number: CIC1928349

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Rook Electric, 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

**Fremont High School Improvement Project, located at 4610 Foothill Blvd, Oakland, CA, and Street Academy Improvement Project, located at 417 29th Street, Oakland, CA, the scope consists of but not limited to:** installation, replacement and repair of surveillance cameras at two sites- Fremont HS and Street Academy. Fremont HS includes approximately 32 new, 14 replacements and 37 repairs. Street Academy includes approximately 13 new and 3 repairs (no replacements). All cameras shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K-12 experience, Milestone certification prior to bid opening, and in-house networking staff. OUSD will provide servers if required, as well as Milestone licenses. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R.

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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 Capitol Indemnity Corporation ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of One Hundred Fifty-Four Thousand Three Hundred Dollars (\$154,300.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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.

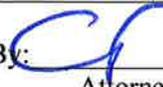
And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 24th day of January, 2023.

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

Rook Electric  
Principal

Capitol Indemnity Corporation  
Surety  
2121 N. California Blvd, Suite 300  
Walnut Creek, CA 94596

By:  \_\_\_\_\_  
Attorney-in-Fact

Esteban Flores, Attorney-in-Fact

The above bond is accepted and approved this \_\_\_\_ day of \_\_\_\_\_.

CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

CIC1928349

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----MICHAEL D LAPRE; DEBORAH M MCGUCKIN; KEVIN P SHINE; JAREN MARX; ESTEBAN FLORES; R M FRIEDIK-----  
-----YVONNE WEATHERFORD; PHILLIP SIMONS; COLLEEN E. WATSON; ARTYCE JOHNSON; SORNCHAI CHANSILA-----  
-----BELINDA JOHNSON; MICHAEL SIMONS; MICHELLE L. ELDRIDGE; J C. SHIVELY-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$2,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes  
Senior Vice President,  
Chief Financial Officer and Treasurer

Suzanne M. Broadbent  
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.  
Chief Executive Officer and President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 24th day of January, 20 23



Andrew B. Diaz-Matos  
Senior Vice President, General Counsel and Secretary

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Ventura

On 01/24/2023 before me, R. M. Friedrik, Notary Public,  
(Here insert name and title of the officer)

personally appeared Esteban Flores,

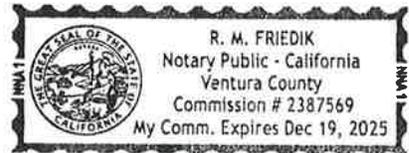
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bond No. CIC1928349

(Title or description of attached document)

N/A

(Title or description of attached document continued)

Number of Pages three Document Date 01/24/2023

N/A

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Fremont HS  
 Project: Security Improvement  
 Project #: 22140  
 Estimate: \$100,000

Date: Thursday, November 17, 2022  
 Time: 2:00 P.M.  
 Project Mgr: Kyle Brower  
 Architect: N/A

Signature of Witness to Bid		Signature of Bid Opener			
<b>Company:</b>	Rook Electric	Base Bid:	\$112,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	8055 Collins Drive Ste 205	Allowance:	\$10,000.00		
<b>City/State:</b>	Oakland, Ca	<b>TOTAL:</b>	\$122,000.00	Signed Bid Form	X
<b>Phone:</b>	510-250-3811	Alternates:		Addendum Acknow.	X
<b>Fax:</b>				Bid Bond	X
				Non-Collusion	X
				Iran Contracting Certification	NA
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	NA
		12:23 PM	11/17/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				<b>Local Business Participation Form</b>	<b>WA</b>
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:15 PM	11/17/2022		
<b>Company:</b>	Deco Tech Systems, Inc.	Base Bid:	\$138,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	1180 Mt Diablo Blvd, St 300	Allowance:	\$10,000.00	Signed Bid Form	X
<b>City/State:</b>	Walnut Creek, CA	<b>TOTAL:</b>	\$148,000.00	Addendum Acknow.	X
<b>Phone:</b>	925-954-1520	Alternates:		Bid Bond	X
<b>Fax:</b>	925-954-1521			Non-Collusion	X
				Iran Contracting Certification	NA
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	NA
		9:40 AM	11/17/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				<b>Local Business Participation Form</b>	<b>WA</b>
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:15 PM	11/17/2022		
<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>	
<b>Address:</b>		Allowance:	\$10,000.00	Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		Alternates:		Bid Bond	
<b>Fax:</b>				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				<b>Local Business Participation Form</b>	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>	
<b>Address:</b>		Allowance:	\$10,000.00	Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		Alternates:		Bid Bond	
<b>Fax:</b>				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				<b>Local Business Participation Form</b>	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

**BID FORM**  
**DOCUMENT 00 31 01**

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

Dear Board Members:

The undersigned, doing business under the firm name of Rook Electric, 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 **Fremont High School**, 4610 Foothill Blvd., CA 94601 & **Street Academy**, 417 29<sup>th</sup> Street, Oakland, CA 94609 Security Improvement Projects (the "Contract"), Project No. 22140, Scope of work includes installation, replacement and repair of surveillance cameras at two sites- Fremont HS and Street Academy. Fremont HS includes approximately 32 new, 14 replacements and 37 repairs. Street Academy includes approximately 13 new and 3 repairs (no replacements). All cameras shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K-12 experience, Milestone certification prior to bid opening, and in-house networking staff. OUSD 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

**Project No. 22140 – Fremont High School**

**Bid Amount (Base Bid):**

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

<u>One hundred twelve thousand</u> Dollars <i>Bid Amount</i>	<u>\$ 112,000</u>
<u>Ten Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$10,000.00</u>

{SR684258}

<u>one hundred twenty two thousand</u> Dollars <i>Total Base Bid Amount</i>	\$ <u>122,000</u>
<b><i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i></b>	

**Project No. 22152 – Street Academy**

**Bid Amount (Base Bid):**

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

<u>twenty nine thousand eight hundred</u> Dollars <i>Bid Amount</i>	\$ <u>29,800</u>
<u>Two Thousand Five Hundred</u> Dollars <i>Contingency Allowance</i>	<u>\$2,500.00</u>

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

BID FORM  
DOCUMENT 00 31 01

{SR684258}

<p><i>Thirty two thousand three hundred</i> Dollars</p> <p><i>Total Base Bid Amount</i></p> <p><b><i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i></b></p>	<p>\$ <u><i>32,300</i></u></p>
---	--------------------------------

**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:

*8055 Collins Dr Ste 205*  
*Oakland CA 94621*

Our Public Liability and Property Damage Insurance is placed with:

*US Specialty Ins Co*

Our Workers' Compensation Insurance is placed with:

*Norguard Ins Co*

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

BID FORM  
DOCUMENT 00 31 01

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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. 1 Date 10/31 Addendum No. \_\_\_\_\_ Date \_\_\_\_  
Addendum No. 2 Date 11/7 Addendum No. \_\_\_\_\_ Date \_\_\_\_  
Addendum No. 3 Date 11/7 Addendum No. \_\_\_\_\_ Date \_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids 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. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations 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  
FREMONT HIGH SCHOOL - PROJECT NO. 22140 &  
STREET ACADEMY - PROJECT NO. 22152  
SECURITY IMPROVEMENT PROJECTS

BID FORM  
DOCUMENT 00 31 01

Print or Type Name: Leo Grozdev  
Title: CEO  
Signature: [Signature]  
Name of Company as Licensed in California: Rook Electric  
Business Address: 8055 Collins Dr Ste 205  
Oakland CA 94621  
Telephone Number: 510 250 3811  
California Contractor License No.: 999777  
Class and Expiration Date: C-10 1/31/24  
Public Works Contractor Registration No.: 10000 17875  
State of Incorporation, if Applicable: CA

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: November 16, 2022

(Name) Leo Grozdev  
(Chairman, Pres, or Vice-Pres. C P VP)

(Name) Leo Grozden

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) S A S T

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

BID FORM  
DOCUMENT 00 31 01

**BID BOND**  
**DOCUMENT 00 40 00**

Bond Number: CIC1928301

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
Rook Electric as Principal and  
Capitol Indemnity Corporation as Surety, are hereby held and firmly bound  
unto the Oakland Unified School District ("Owner") in the sum of Ten Percent (10%)  
of the Total Amount Bid          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 Project Numbers: 22140 & 22152 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.

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

BID BOND  
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 16th day of November, 2022, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Rook Electric  
(Principal)  
8055 Collins Dr, Ste 205  
Oakland, CA 94621  
(Business Address)

Capitol Indemnity Corporation  
(Corporate Surety)  
2121 N. California Blvd, Suite 300  
Walnut Creek, CA 94596  
(Business Address)



By: [Signature]  
Esteban Flores, Attorney-in-Fact

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

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

CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

CIC1928301

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

MICHAEL D LAPRE; DEBORAH M MCGUCKIN; KEVIN P SHINE; JAREN MARX; ESTEBAN FLORES; R M. FRIEDIK-----  
YVONNE WEATHERFORD; PHILLIP SIMONS; COLLEEN E. WATSON; ARTYCE JOHNSON; SORNCHAI CHANSILA-----  
BELINDA JOHNSON; MICHAEL SIMONS; MICHELLE L. ELDRIDGE; J.C. SHIVELY-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$2,000,000.00 -----

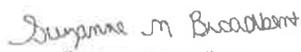
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:   
Ryan J. Byrnes  
Senior Vice President,  
Chief Financial Officer and Treasurer  
  
Suzanne M. Broadbent  
Assistant Secretary



CAPITOL INDEMNITY CORPORATION  
  
John L. Sennott, Jr.  
Chief Executive Officer and President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 16th day of November, 2022



  
Andrew B. Diaz-Matos  
Senior Vice President, General Counsel and Secretary

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Ventura

On 11/16/2022 before me, R. M. Friedik, Notary Public,  
(Here insert name and title of the officer)

personally appeared Esteban Flores

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.

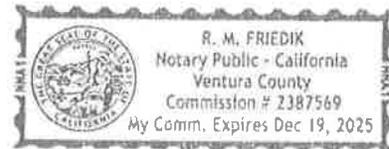
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature of Notary Public



(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bond No. CIC1928301

(Title or description of attached document)

N/A

(Title or description of attached document continued)

Number of Pages three Document Date 11/16/2022

N/A

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is ~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**DESIGNATION OF SUBCONTRACTORS**  
**DOCUMENT 00 40 01**

PROJECT: 22140 Fremont HS 22152 Street Academy (Project Name)

PROJECT NO: 22140 22152 BIDDER'S NAME Rook Electric

DIR 10 Digit Registration No: 1000017875

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  
FREMONT HIGH SCHOOL - PROJECT NO. 22140 &  
STREET ACADEMY - PROJECT NO. 22152  
SECURITY IMPROVEMENT PROJECTS

DESIGNATION OF SUBCONTRACTORS  
DOCUMENT 00 40 01

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
N/A		N/A			

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

DESIGNATED OF SUBCONTRACTORS  
 DOCUMENT 00 40 01

{SR526332}



**NONCOLLUSION DECLARATION**  
**DOCUMENT 00 40 03**

Owner: Oakland Unified School District  
Contract: Fremont High School & Street Academy Security Improvements

The undersigned declares:

I am the CEO of Rook Electric, the party making the foregoing bid.

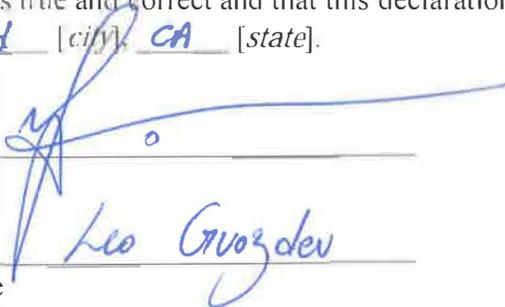
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on Nov 16, 2022 at Oakland [city], CA [state].

Signature

Print Name

  
Leo Grozdev

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

Owner: Oakland Unified School District  
Contract: Fremont High School & Street Academy Security Improvement

I, Leo Gvozdev, declare that I am the CEO  
[insert title] of Rook Electric, the entity making and submitting the bid for  
the above Project that accompanies this Declaration, and that such bid includes sufficient  
funds to permit Rook Electric [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 Rook Electric [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 Nov 16 2022 at Oakland [city],  
CA [state].

Date: 11/16/22

  
Signature  
Print Name: Leo Gvozdev  
Print Title: CEO

**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.]***

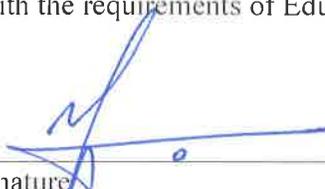
2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered 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: 11/16/22

  
Signature \_\_\_\_\_

Name: Leo Gvozdev

Title: CEO

**IRAN CONTRACTING ACT CERTIFICATION**

**(Public Contract Code sections 2202-2208)**

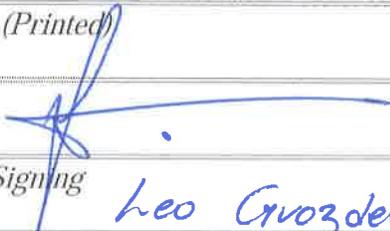
**DOCUMENT 00 40 04**

**(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 **one** 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).)

<i>Bidder Name/Financial Institution (Printed)</i> Rook Electric		<i>Federal ID Number (or n/a)</i> 46-4642595	
<i>By (Authorized Signature)</i> 			
<i>Printed Name and Title of Person Signing</i> Leo Grozdev			
<i>Date Executed</i> 11/16/22	<i>Executed in</i> Oakland 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.

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

**SCHEDULE Z**  
**DOCUMENT 00 52 00**

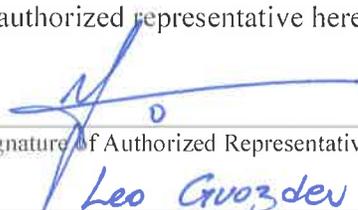
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

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

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

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

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.

<p><u>Rook Electric</u> Company Name</p> <p><u>8055 Collins Dr Ste 205</u> <u>Oakland CA 94621</u> Address</p>	<p> Signature of Authorized Representative</p> <p><u>Leo Grozden</u> Type or Print Name</p>
<p><u>510</u>      <u>250 3811</u>      <u>11/16/22</u></p> <p>Area Code      Phone      Date</p>	<p>_____ Type or Print Name</p>

**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 <i>Rook Electric</i>	BUSINESS ADDRESS <i>8055 Collins Dr Ste 205 Oakland CA 94621</i>	TELEPHONE NUMBER <i>510 250 3811</i>
SCHOOL DISTRICT <i>Oakland Unified</i>	COUNTY <i>Alameda</i>	APPLICATION NO.

**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.*

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

**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*

**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.
- C. 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, if DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1. DVBE Supplies \$ 4,400						
2.						
3.						
4.						
C. Subtotal (A & B)	4,400					
D. Non-DVBE	137,400					
E. Total Bid	141,800					

**PRIME BIDDER GOOD FAITH EFFORT WORKSHEET  
DOCUMENT 00 41 01**

*This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal*

PAGE 1 OF 2

BIDDER'S NAME	BUSINESS ADDRESS	CONTACT PERSON
TELEPHONE NUMBER	OWNER	COUNTY

**GENERAL INSTRUCTIONS:**

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

**PART I - CONTACTS**

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at <a href="https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx">https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx</a>	(916) 375-4940		
3. DVBE Organizations ( <i>List</i> ):			
4. Write "recorded message" in this column, if applicable.			

**PART II – ADVERTISEMENTS** You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.

*Attach copies of advertisements to this form.*

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

**PART III – DVBE SOLICITATIONS** List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDs.
Was <b>not</b> selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	YES	NO		

**IMPORTANT NOTE:**

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

**CERTIFICATION**

I, \_\_\_\_\_ certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER	DATE
--------------------------------------	------

**ADDENDUM NO. 1**

October 31, 2022

Security Improvement Projects  
OAKLAND UNIFIED SCHOOL DISTRICT  
OUSD PROJECT - Fremont High School – Project No. 22140  
OUSD PROJECT Street Academy – Project No. 22152

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

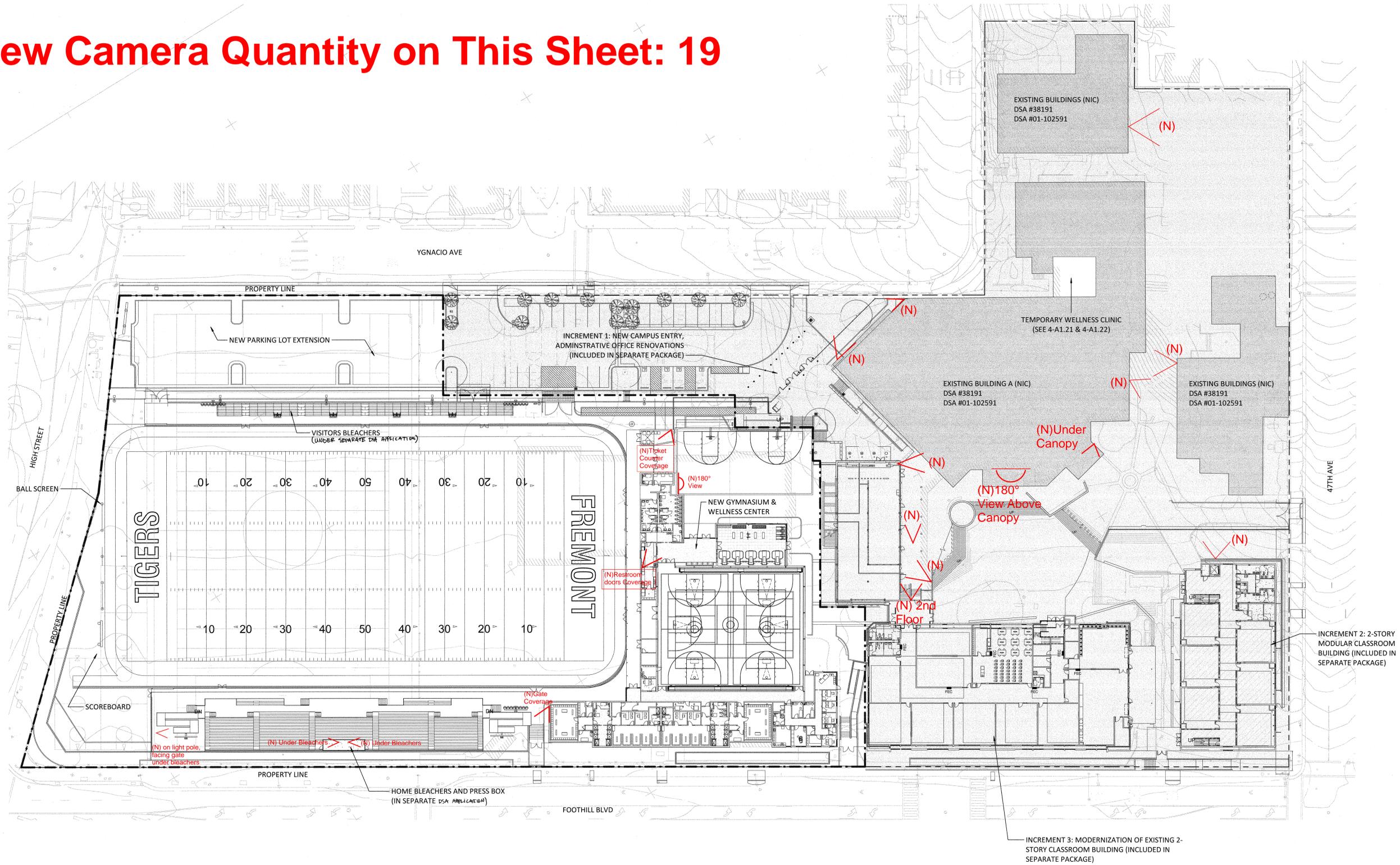
Site diagrams are attached to be added to this project.

See attached diagrams

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

End of Addendum No. 1

# New Camera Quantity on This Sheet: 19



11 OVERALL SITE FLOOR PLAN  
1" = 30'-0"



WWW.LCA-ARCHITECTS.COM  
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PETER STACKPOLE  
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SUITE 310  
WALNUT CREEK, CALIFORNIA 94596  
(925) 944-1826  
1970 BROADWAY, SUITE 800  
OAKLAND, CALIFORNIA 94612  
(510) 272-1060

IN COLLABORATION WITH  
  
QUATTROCCHI KWOK  
ARCHITECTS

OAKLAND UNIFIED SCHOOL DISTRICT  
FREMONT HS MODERNIZATION & NEW  
CONSTRUCTION - INC #4  
4610 FOOTHILL BOULEVARD  
OAKLAND, CA 94611



DSA IDENTIFICATION STAMP  
APP # 01-116833  
FILE # 1-418  
AC [Signature] FLS [Signature]  
SSS [Signature] DATE 12/11/18

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CONSTRUCTION AND ARE SUBJECT TO VERIFICATION  
AND/OR CHANGE. THE ARCHITECT MAKES NO  
CLAIM FOR ACCURACY OF CONCEPTUAL  
INFORMATION OR OF INFORMATION SUPPLIED  
BY OTHERS.

OVERALL SITE  
PLAN

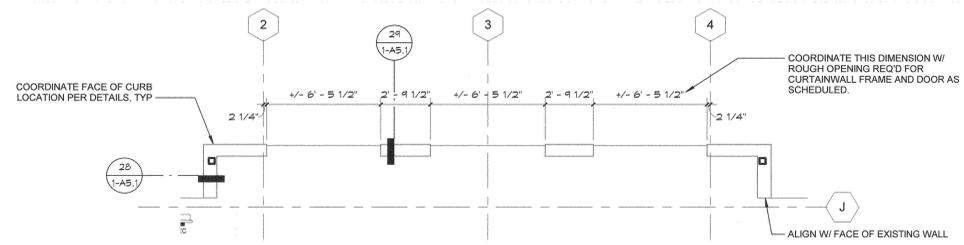
SCALE: 1" = 30'-0"  
DATE: SEPT. 19, 2018

REVISIONS:  
DSA Submittal - 5/15/18  
DSA Permit Set - 11/02/18

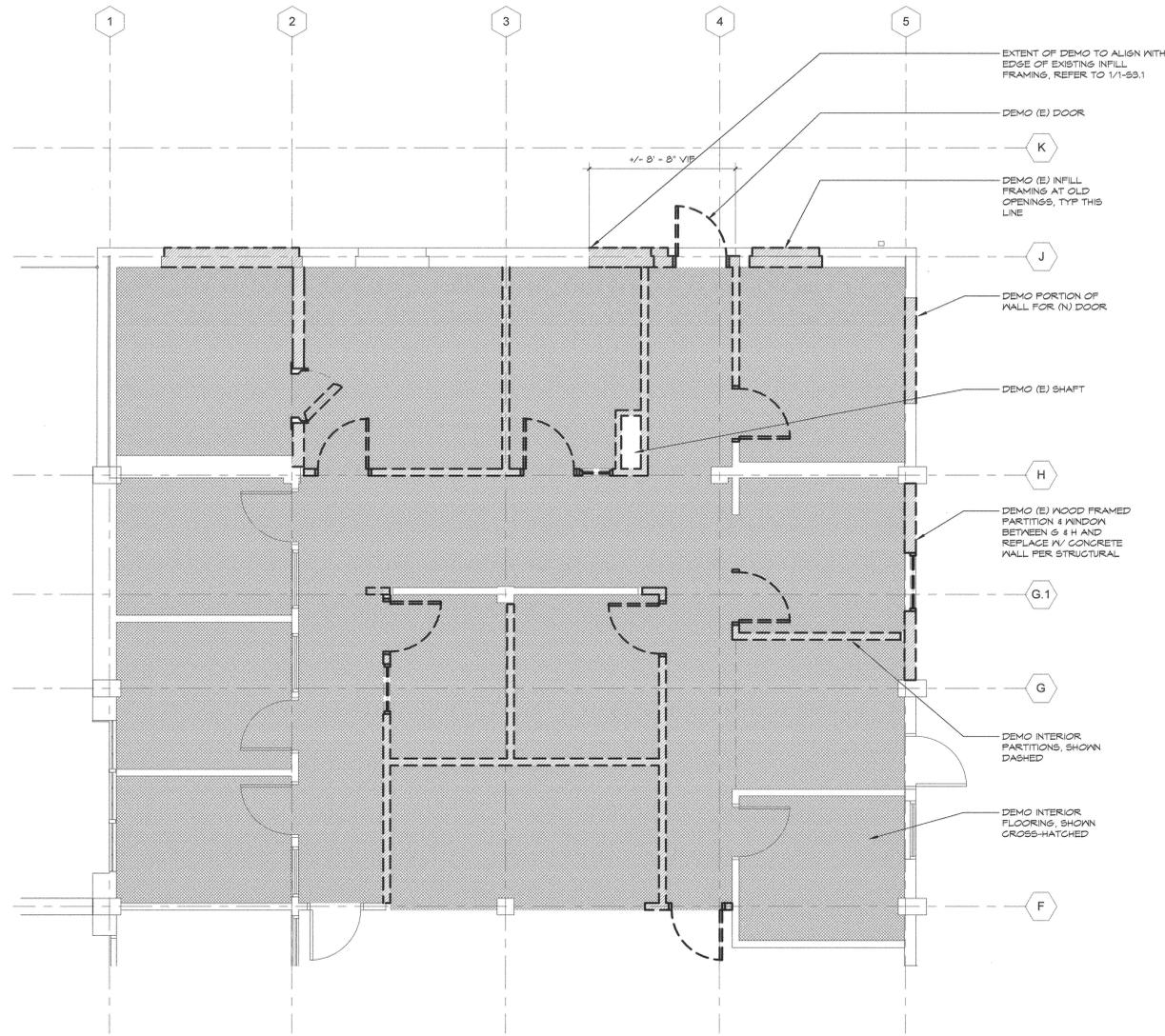
PROJECT NO. 14019

4-A-00.00

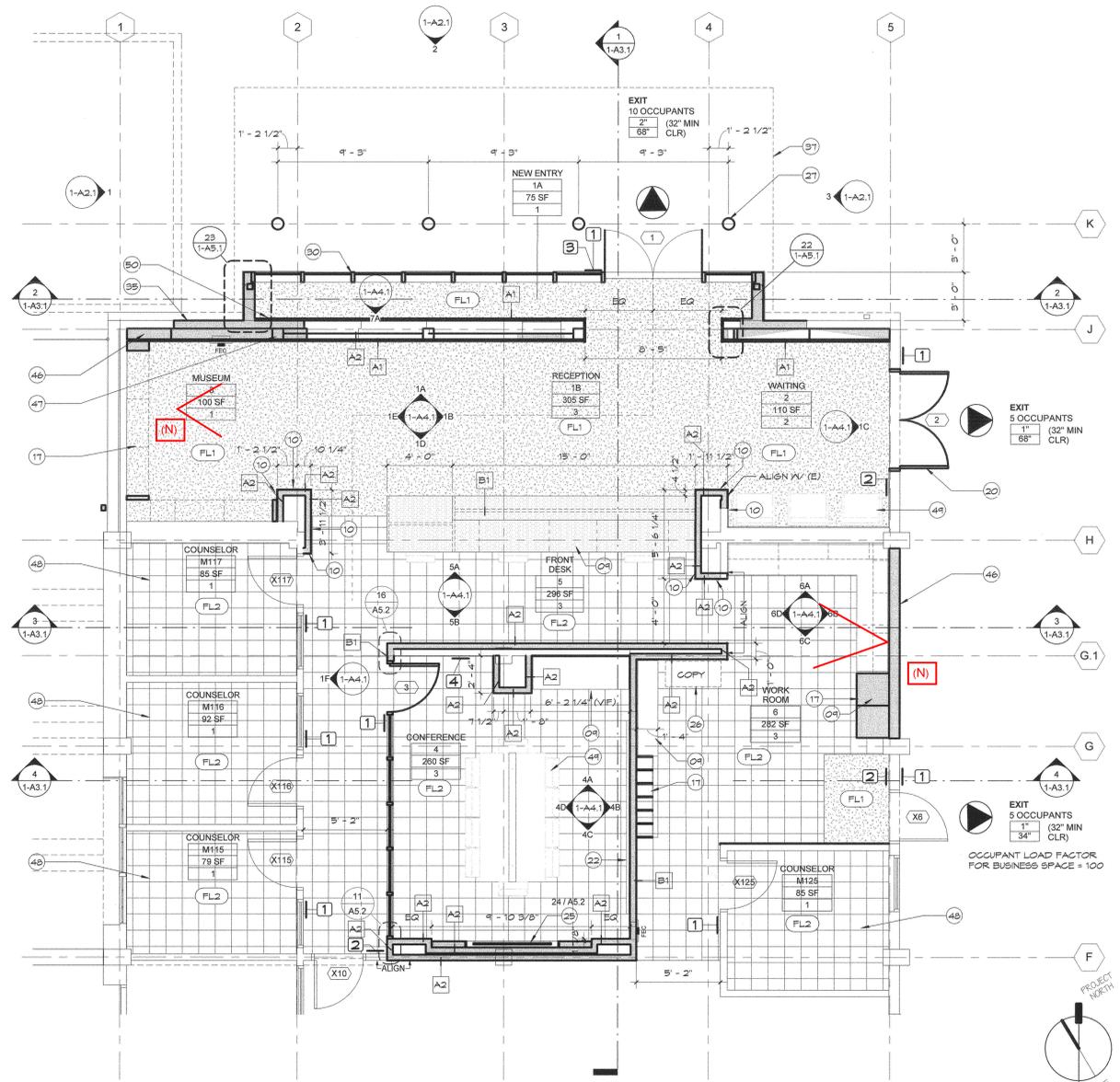
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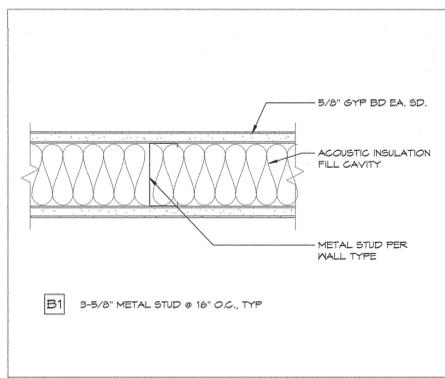
**5 CURB PLAN**  
1/4" = 1'-0"



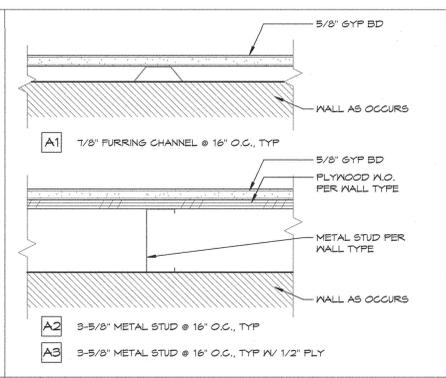
**2 DEMOLITION PLAN - FIRST FLOOR**  
1/4" = 1'-0"



**1 PROPOSED PLAN - FIRST FLOOR**  
1/4" = 1'-0"



**4 TYPE B - NON-RATED WALLS**  
3" = 1'-0"



**3 TYPE A - FURRED WALLS**  
3" = 1'-0"

KEYNOTES		LEGEND	
04	SOLID SURFACE COUNTERTOP		EXISTING WALLS TO REMAIN
10	SOLID SURFACE PAINTSCOTTING		EXISTING WALLS TO BE DEMOLISHED
17	P-LAM CASEWORK		NEW FRAMED WALLS
20	ALUMINUM STOREFRONT SYSTEM, CLEAR ANODIZED		NEW CONCRETE STRUCTURAL WALLS
22	MAGNETIC WHITE BOARD		LINOLEUM TILE - LIN1
25	FLAT SCREEN DISPLAY (OFG)		TRAFFIC CARPET - FL1
26	FLAT SCREEN DISPLAY (OFG)		
27	COPY MACHINE (OFG)		
28	PTD STEEL COLUMN, S&D (E4)		
30	ALUMINUM CURTAINWALL SYSTEM, CLEAR ANODIZED		
35	NEW CONCRETE INFILL AT PREVIOUSLY INFILLED OPENINGS		
46	PTD STEEL CANOPY, S&D (E4)		
47	NEW CONCRETE STRUCTURAL WALL, S&D		
48	NEW CONCRETE STRUCTURAL COLUMN, S&D		
49	EXISTING ROOM TO RECEIVE NEW PAINT, CARPET AND RESILIENT BASE		
44	FURNITURE FOR REFERENCE ONLY		
50	FURRED WALL OVER EXISTING FINISH AS OCCURS		

REFER TO 1-60.1 FOR SYMBOLS NOT NOTED HERE



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PETER STACKPOLE  
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SUITE 310  
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(925) 944-1626  
1970 BROADWAY, SUITE 800  
OAKLAND, CALIFORNIA 94612  
(510) 272-1060

IN COLLABORATION WITH  
  
QUATTROCCHI KWOK  
ARCHITECTS

OAKLAND UNIFIED SCHOOL DISTRICT  
**FREMONT HIGH SCHOOL MODERNIZATION  
& NEW CONSTRUCTION  
INCREMENT #1**  
4810 FOOTHILL BLVD.  
OAKLAND, CA 94601



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APP # 01-116833  
FILE # 1-1-H8  
AC FLS   
SSS DATE JAN 12 2016

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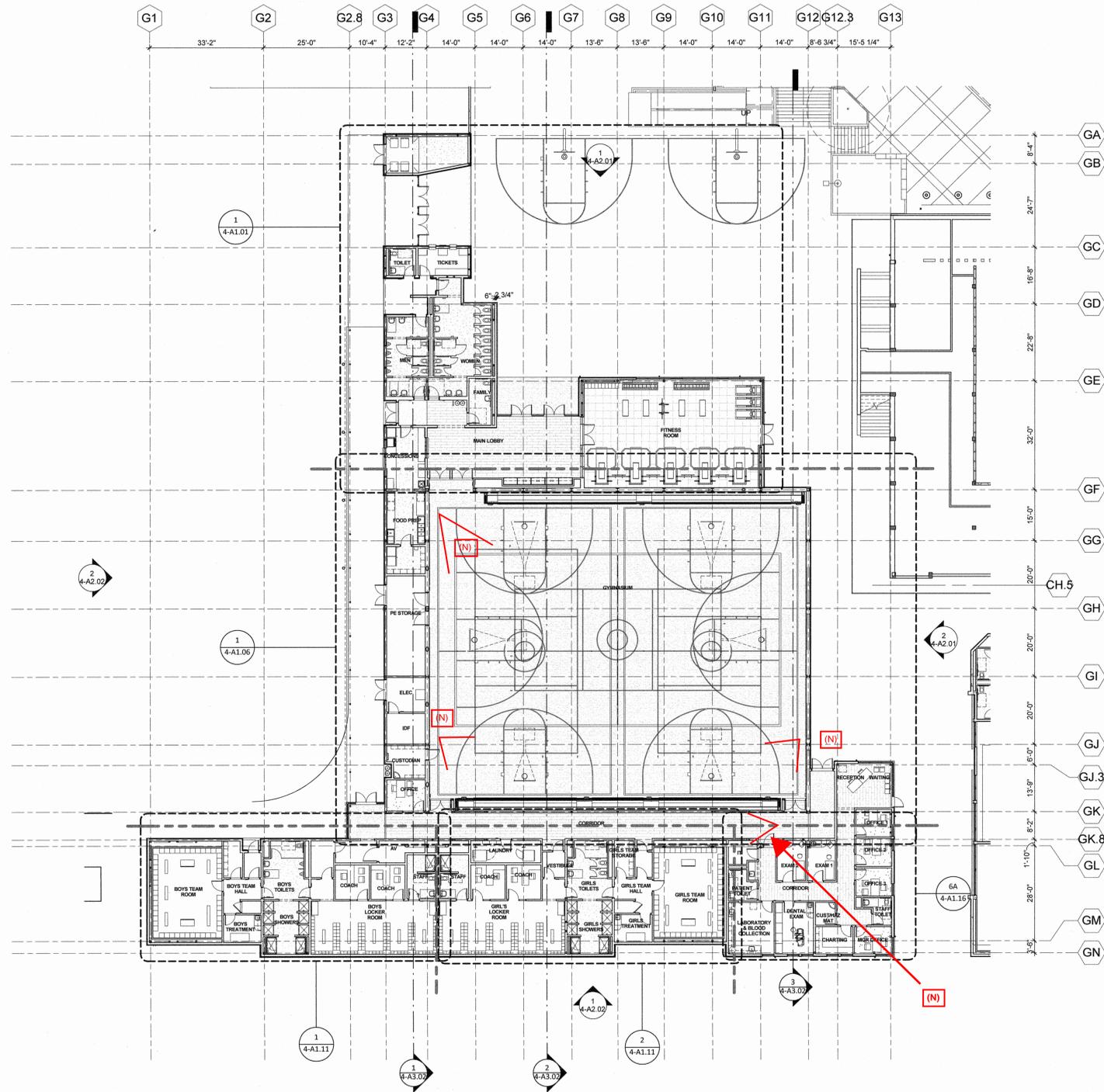
**FLOOR PLANS**  
Bldg C

SCALE: As indicated  
DATE: 6/20/17

REVISIONS:  
Date 1

PROJECT NO. 14019  
**1-A1.1**  
SHEET OF

# New Camera Quantity on This Sheet: 4



## FLOOR PLAN NOTES

- FOR SECTOR PLANS, SEE A0 SERIES.
- FOR GRID LAYOUT SEE SLAB PLAN AND CURB PLANS IN A1 SERIES. GRID LINES ALIGN WITH CENTERLINE OF STRUCTURE AND CENTER OF STUD AT OTHERWISE NOTED.
- FOR EXTERIOR WALLS SEE DETAILS ON 4-A5.01 REFER TO EXTERIOR ELEVATIONS FOR FINISHES.
- REFER TO SHEET 4-A6.01 FOR INTERIOR PARTITION SCHEDULE AND NOTES. PARTITIONS SHALL BE TYPE B2 UNLESS OTHERWISE NOTED.
- ALL WALL DIMENSIONS ARE TO FACE OF FINISH UNLESS OTHERWISE NOTED OR DETAILED. DIMENSIONS FOR DOORS AND WINDOWS ARE TO CENTERLINE OF OPENING OR FACE OF ROUGH OPENING.
- REFER TO SHEET 4-A6.02 FOR DOOR SCHEDULE.
- REFER TO SHEET A4 SERIES, 4-A6.08, AND SPECIFICATIONS FOR INTERIOR FLOOR AND WALL FINISHES.
- REFER TO ELECTRICAL DRAWINGS FOR EXIT SIGNS AND EMERGENCY EXIT LIGHTING.
- REFER TO SHEETS 4-A6.04 FOR WINDOW SCHEDULE AND GLAZING TYPES. SEE SHEETS 4-A5.10 FOR DETAILS.
- PROVIDE BLOCKING FOR ALL N.J.C. AND O.F.C.I. WALL MOUNTED AND FLOOR MOUNTED EQUIPMENT SUCH AS WHITE-BOARDS, TACKBOARDS, SECURITY CAMERAS, LOCKERS, ETC. AS SHOWN. REFER TO INTERIOR AND EXTERIOR ELEVATIONS, A4 SERIES; CASEWORK A5.40. REFER TO 4-A6.01 FOR BLOCKING REQUIREMENTS.
- ADD 3/4" FIRE-RESISTIVE EXTERIOR PLYWOOD TO FACE OF SCHEDULED PARTITION AT TELECOM, LOW VOLTAGE AND ELECTRICAL CLOSETS PER ELECTRICAL DRAWINGS.
- REFER TO A1 SERIES SLAB AND CURB PLANS AND STRUCTURAL DRAWINGS FOR SLAB DEPRESSIONS, COORDINATE FINISH ELEVATIONS WITH CONCRETE SLABS.
- ALL FLOOR FINISHES TO BE INSTALLED OVER SMOOTH, LEVEL SURFACE FREE OF CRACKS, CHIPS, VOIDS, BUMPS AND OTHER IRREGULARITIES. REFER TO SPECIFICATIONS FOR REQUIRED TOLERANCES.
- FLOOR FINISH TRANSITIONS TO BE LOCATED AT THE CENTERLINE OF A DOOR LEAF (IN CLOSED POSITION) WHERE OCCURS U.O.N.
- PROVIDE TRANSITION STRIPS IN LOCATION WHERE A CHANGE IN FLOORING OCCURS WHERE NO DOOR OCCURS.
- GYPSUM BOARD WALLS AND CEILINGS TO RECEIVE LEVEL 4 FINISH, TYP. UON, REFER TO SPECIFICATIONS.
- PROVIDE MOISTURE RESISTANT GYPSUM BOARD ABOVE WALL TILE AND ON ALL WALLS OF KITCHENS, BATHROOMS, LAUNDRY & MECHANICAL ROOMS.



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 1970 BROADWAY, SUITE 800  
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IN COLLABORATION WITH  
  
 QUATTROCCHI KWOK ARCHITECTS

OAKLAND UNIFIED SCHOOL DISTRICT  
 FREMONT HS MODERNIZATION & NEW CONSTRUCTION - INC #4  
 4610 FOOTHILL BOULEVARD  
 OAKLAND, CA 94601



DSA IDENTIFICATION STAMP  
 APP # 01-116833  
 FILE # 1-HB  
 AC *ml* FLS *sp*  
 SSS *wb* DATE *12/21/18*

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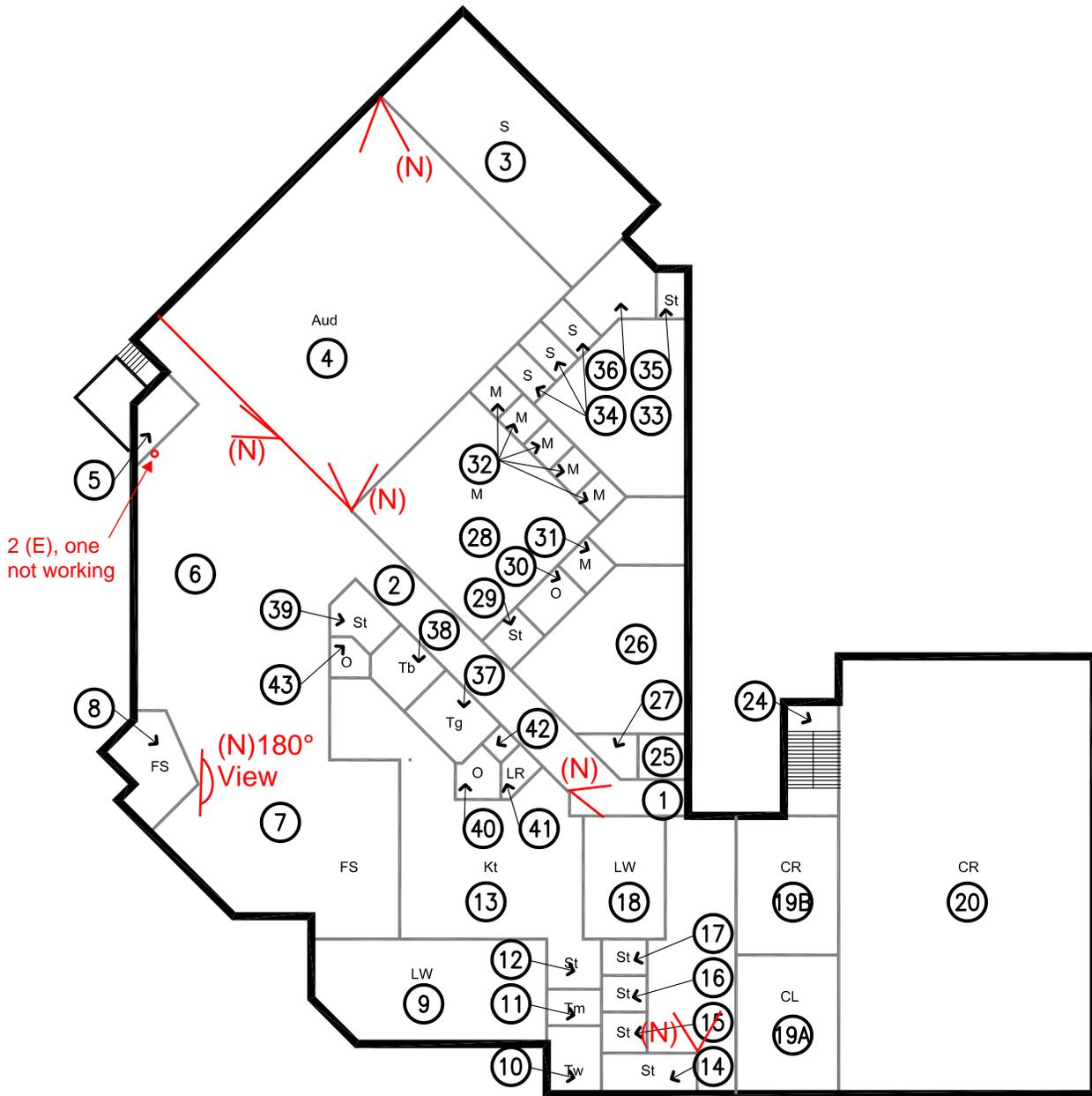
## OVERALL PLAN

SCALE: As indicated  
 DATE: SEPT. 19, 2018  
 REVISIONS:  
 DSA Submittal - 5/15/18  
 DSA Permit Set - 11/02/18  
 F - Addendum 4-006 - 09/21/2018

PROJECT NO. 14019

## 4-A-0.01

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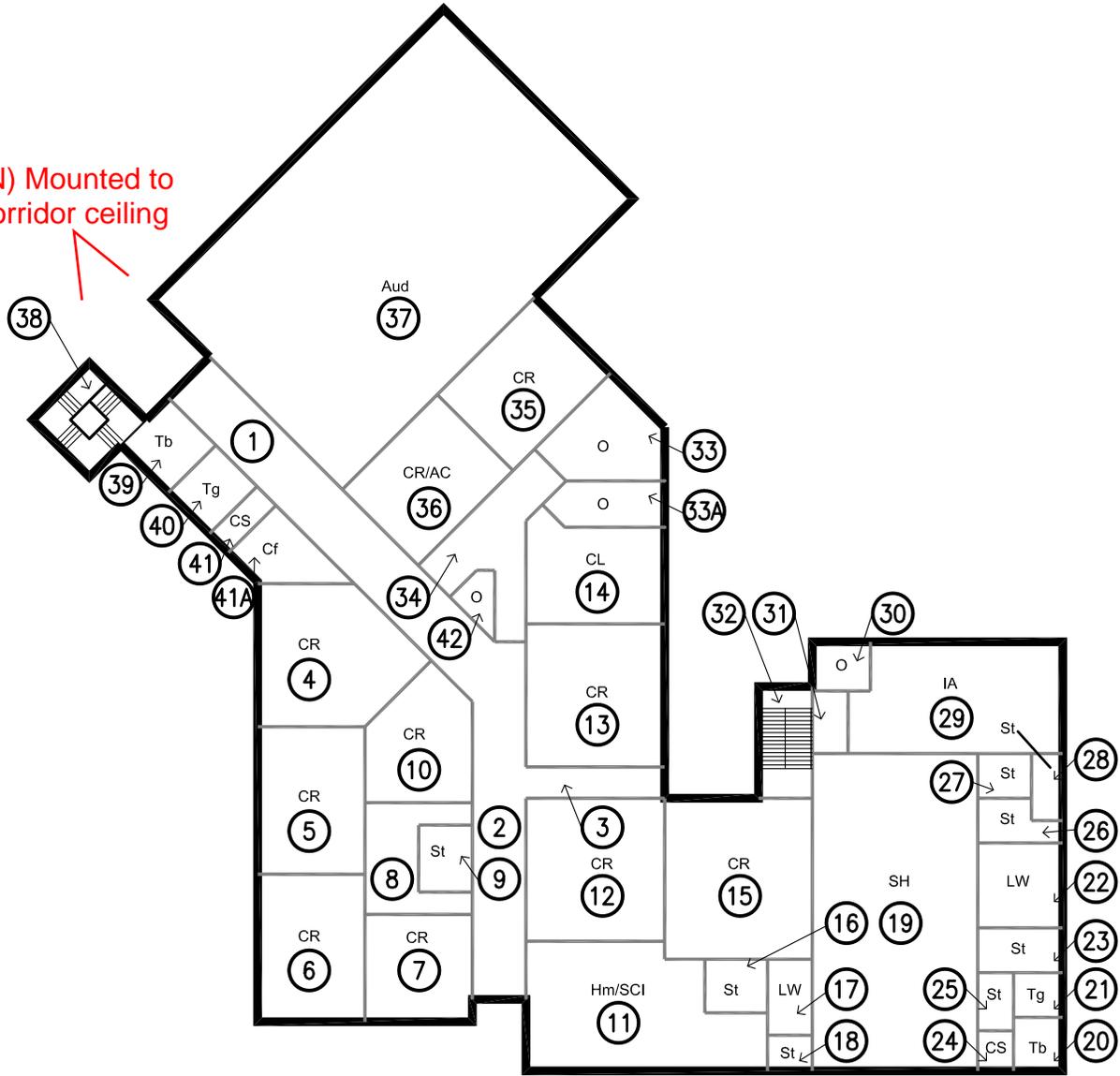


BLDG A - 1ST FLOOR PLAN



# New Camera Quantity on This Sheet: 1

(N) Mounted to corridor ceiling



BLDG A - 2ND FLOOR PLAN



# Additional Scope Information

## Camera Replacements: 15

### **Poor Picture**

103 Side Auditorium  
104 Building A Stairwell Lower  
116 Restrooms Looking at 4308  
117 Quad 4300  
119 Quad Flagpole  
101 Building A Stairwell Upper - Point at stairs,  
B&W

### **Blurry**

021 400 Building Ygnacio  
022 47th-Towards Main Gate  
110 Hallway 3200  
004 Cafeteria  
005 Cafeteria Boy's Bathroom  
006 Building 3200 Hallway East

102 Cafeteria A - **Black & White**

111 Stairwell 3000 Looking at Library - **Failed**

Untitled Roof - **Offline**

## Maintenance Items: 37

### **Out of Focus**

001 Main Gate 47th  
055 Gym Quad 2  
055 Gym Quad 3  
057 Building 1000 Foothill & 46th East 1  
057 Building 1000 Foothill & 46th East 2  
057 Building 1000 Foothill & 46th East 3  
057 Building 1000 Foothill & 46th East 4  
054 Exterior Building 1000 Quad West 1  
054 Exterior Building 1000 Quad West 2  
054 Exterior Building 1000 Quad West 3  
056 Score Booth East 1  
056 Score Booth East 2  
056 Score Booth East 3  
056 Score Booth East 4  
058 Exterior Building 1000 2  
058 Exterior Building 1000 3  
058 Exterior Building 1000 4  
060 Foothill Building 4000 1  
060 Foothill Building 4000 2  
060 Foothill Building 4000 3  
060 Foothill Building 4000 4  
061 Exterior Alley  
059 Exterior Building 4000 North 2  
059 Exterior Building 4000 North 3 - Possible to shift  
down to cover walkway?  
064 Building 4000 Foorhill 4

### **Crooked**

041 Main Gate Ygnacio  
059 Exterior Building 4000 North 3  
028 Building 4000 2nd Flr Back Stair  
012 Building 1000 2nd Flr Stairs Rm 1215 - Try to  
straighten w/o losing stairs

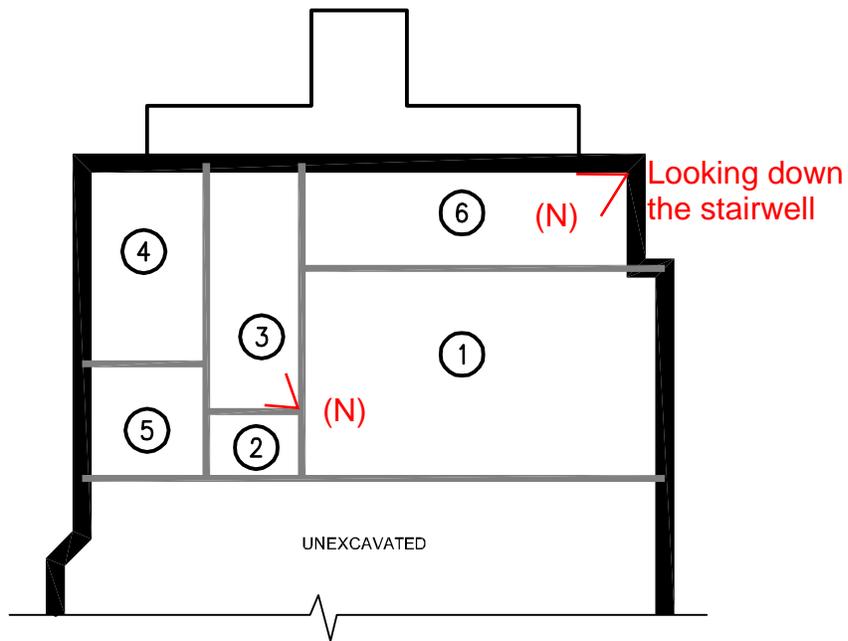
### **Dirty**

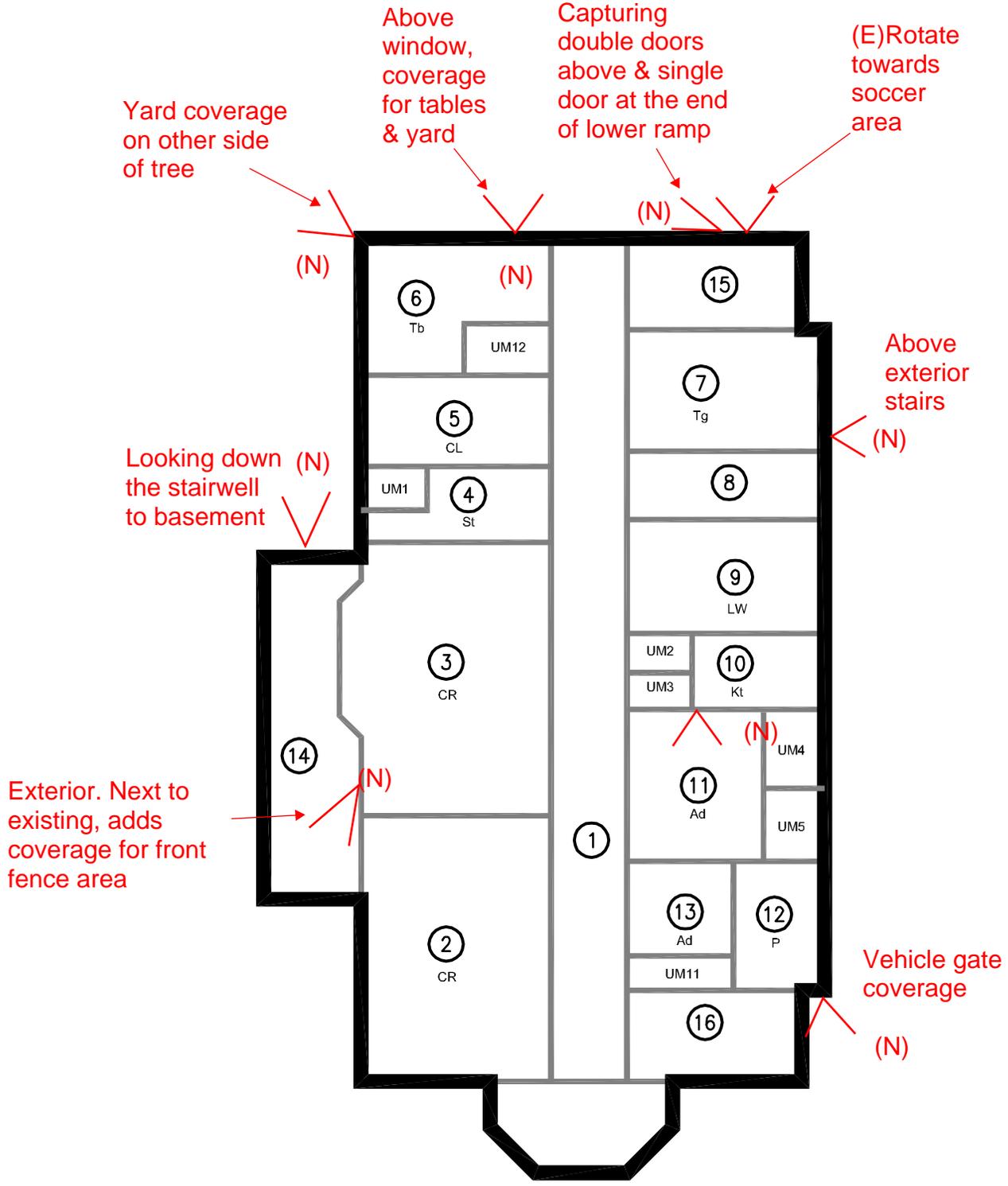
003 Woodshop  
050 Concessions Breezeway 2  
029 Main Gate Ygnacio

### **Lost Connection**

053 Exterior Building 1000 Quad East 1  
053 Exterior Building 1000 Quad East 2  
053 Exterior Building 1000 Quad East 3  
053 Exterior Building 1000 Quad East 4  
007 Building 3200 Bridgeway

# New Camera Quantity on This Sheet: 2

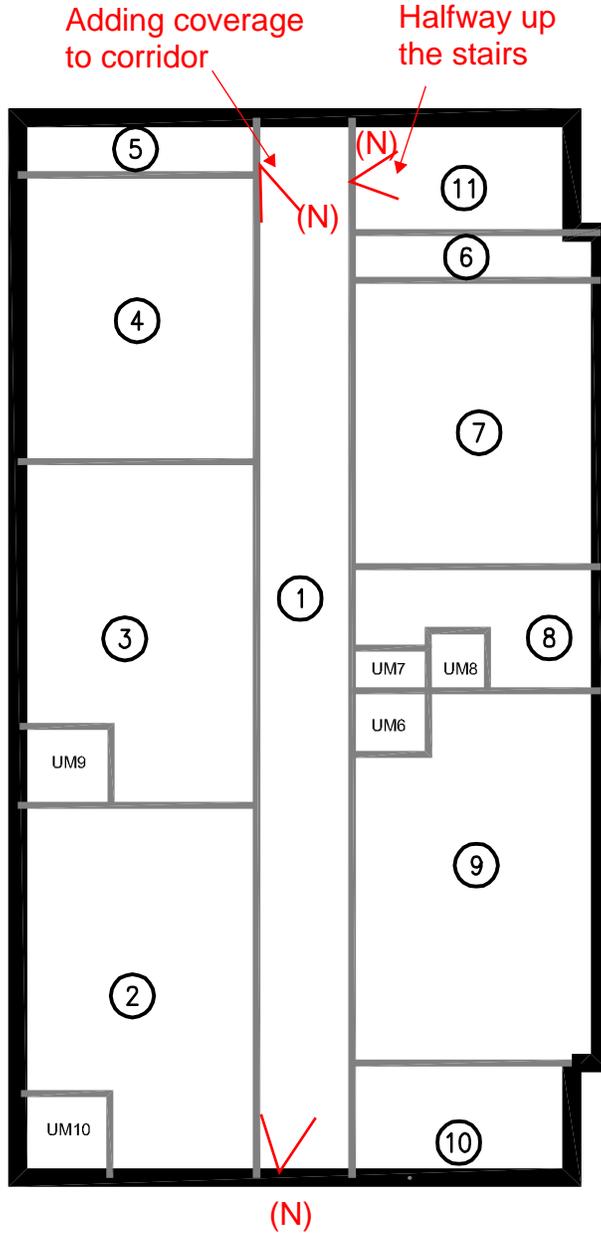




**New Camera Quantity on This Sheet: 8**



# New Camera Quantity on This Sheet: 3



# Additional Scope Information

## **Maintenance Items**

04 Rear Entrance - Sideways

05 Parking Lot - Dirty

**ADDENDUM NO. 2**

November 7, 2022

Security Improvement Projects  
OAKLAND UNIFIED SCHOOL DISTRICT  
OUSD PROJECT - Fremont High School – Project No. 22140  
OUSD PROJECT Street Academy – Project No. 22152

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

The Bid Opening date is being extended to November 17, 2022, with bids to be received by 2:00 p.m.

See attached Revised Bid Cover Sheet.

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

End of Addendum No. 2

**BID COVER SHEET**  
**DOCUMENT 00 31 00**

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

**BIDS MUST BE SEALED AND SUBMITTED TO:**

FRONT DESK  
955 HIGH STREET  
OAKLAND, CA 94601

**THIS SHEET MUST BE ATTACHED TO THE FRONT OF YOUR BID ENVELOPE**

**PLEASE NOTE: DUE COVID 19 BIDS, PLEASE DROP BIDS OFF. BID RESULTS WILL BE MADE AVAILABLE VIA EMAIL.**

**THANK YOU IN ADVANCE FOR YOUR PATIENCE AND COOPERATION.**

**Bid for: Fremont High School & Street Academy Security Improvement**

**Project No.: 22140 - Fremont High School  
22152 - Street Academy**

**Bidder:**

\_\_\_\_\_  
Please print full (Company Name, Address)

\_\_\_\_\_  
Please provide both: (Phone, Fax)

**Bids are due: November 17, 2022, at 2:00 p.m.**  
(Bid will not be considered if submitted after this date and time)

TIME STAMP HERE:

RECEIVED BY:

**ADDENDUM NO. 3**

November 14, 2022

Security Improvement Projects  
OAKLAND UNIFIED SCHOOL DISTRICT  
OUSD PROJECT - Fremont High School – Project No. 22140

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. 3

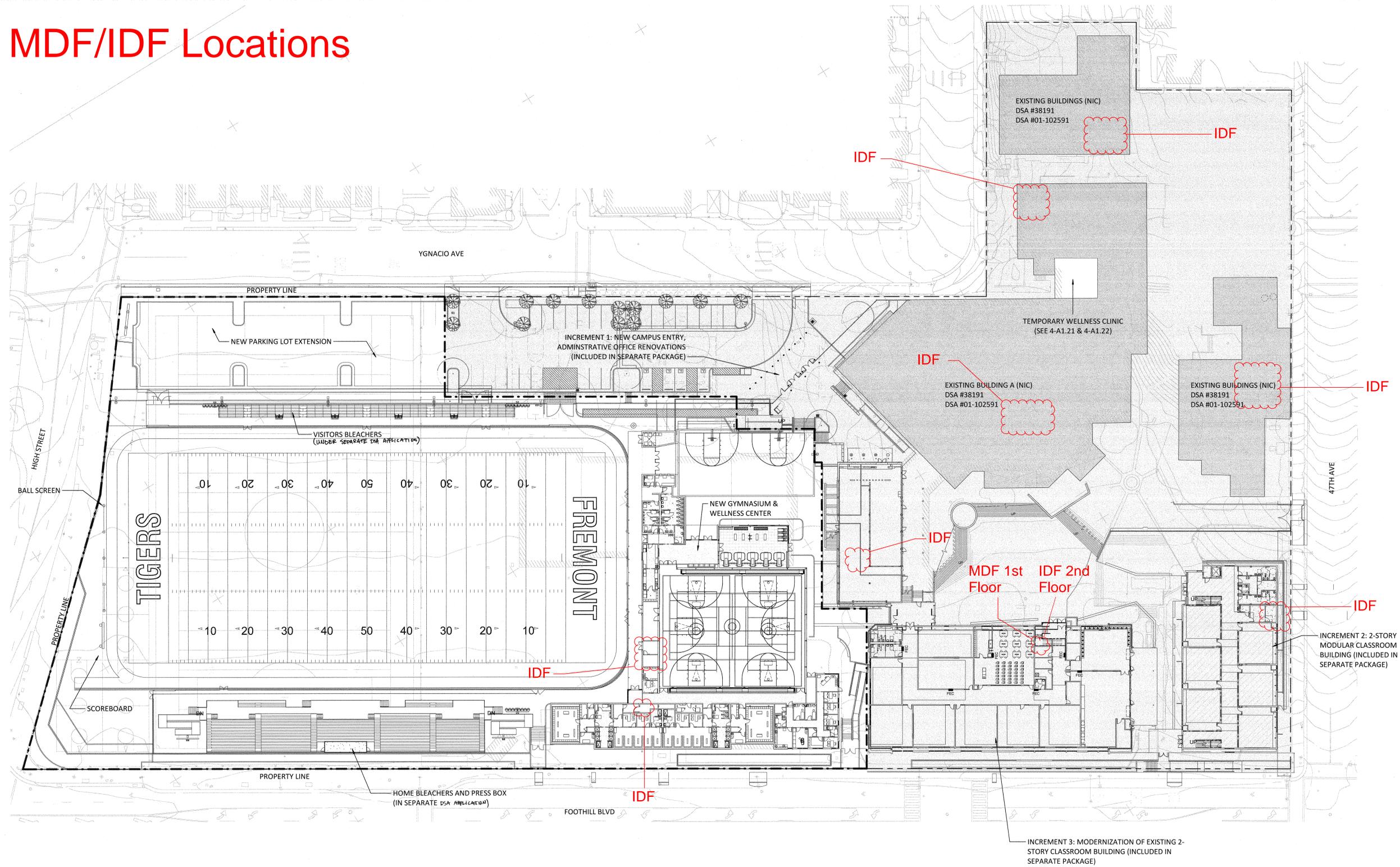
Additional Site diagrams are to be added to this project.

See attached diagrams

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

End of Addendum No. 3

# MDF/IDF Locations



11 OVERALL SITE FLOOR PLAN  
1" = 30'-0"



WWW.LCA-ARCHITECTS.COM  
CARL E. CAMPOS  
DAVID BOGSTAD  
PETER STACKPOLE  
590 YGNACIO VALLEY ROAD,  
SUITE 310  
WALNUT CREEK, CALIFORNIA 94596  
(925) 944-1826  
1970 BROADWAY, SUITE 800  
OAKLAND, CALIFORNIA 94612  
(510) 272-1060

IN COLLABORATION WITH  
  
QUATTROCCHI KWOK  
ARCHITECTS

OAKLAND UNIFIED SCHOOL DISTRICT  
FREMONT HS MODERNIZATION & NEW  
CONSTRUCTION - INC #4  
4610 FOOTHILL BOULEVARD  
OAKLAND, CA 94601



DSA IDENTIFICATION STAMP  
APP # 01-116833  
FILE # 1-418  
AC [Signature] FLS [Signature]  
SSS [Signature] DATE 12/21/18

LCA ARCHITECTS  
RESTRICTED ARCHITECTURAL DRAWINGS  
THE INFORMATION, PLANS, DESIGNS, NOTES  
AND ARRANGEMENTS SHOWN ON THIS  
DRAWING ARE CONFIDENTIAL AND MAY NOT  
BE REPRODUCED IN WHOLE OR IN PART  
WITHOUT THE EXPRESS WRITTEN  
PERMISSION OF LCA ARCHITECTS. DRAWINGS  
NOTED AS PRELIMINARY, SCHEMATIC AND/OR  
CONCEPTUAL ARE INFORMATIONAL ONLY  
AND NOT FOR CONSTRUCTION. THE ARCHITECT MAKES NO  
CLAIM FOR ACCURACY OF CONCEPTUAL  
INFORMATION OR OF INFORMATION SUPPLIED  
BY OTHERS.

OVERALL SITE  
PLAN

SCALE: 1" = 30'-0"  
DATE: SEPT. 19, 2018  
REVISIONS:  
DSA Submittal - 5/15/18  
DSA Permit Set - 11/02/18

PROJECT NO. 14019

4-A-00.00

**NOTICE TO BIDDERS**  
**DOCUMENT 00 11 11- CUPCCAA**

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. 22140 and Project No. 22152**

**Security Improvement Projects**

Fremont High School – **Project No. 22140**

4610 Foothill Blvd, Oakland, CA. 94601

and

Street Academy – **Project No. 22152**

417 29<sup>th</sup> Street, Oakland, CA. 94609

**Project consists of:**

Scope of work includes but not limited to installation, replacement, and repair of surveillance cameras at two sites - Fremont HS and Street Academy. Fremont HS includes approximately 32 new, 14 replacements and 37 repairs. Street Academy includes approximately 13 new and 3 repairs (no replacements). All cameras shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K-12 experience, Milestone certification prior to bid opening, and in-house networking staff. OUSD 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:** Fremont High School - **\$100,000.00**

**Engineer’s Estimate:** Street Academy - **\$25,000.00**

**Project Manager** is Kyle Brower, who can be reached at: [kyle.brower@ousd.org](mailto:kyle.brower@ousd.org) 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.

The full version of OUSD’s latest Project Labor Agreement can be found by going to the OUSD home page: ousd.org > Offices and Depts > Facilities Planning & Management Department > Opportunities > Project Labor Agreement > 2021 PLA

Bid Documents will be available on or after November 2, 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: [ebbp@eastbayblueprint.com](mailto:ebbp@eastbayblueprint.com), Attn: Sandy. Online using the Plan Command System at [www.eastbayblueprint.com](http://www.eastbayblueprint.com) 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  
McGraw Hill Construction Data  
San Francisco Builder's Exchange

Reed Construction Market Data  
Contra Costa 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 and proof of registration is provided.

The Contract Time shall be **90** 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 **November 10, 2022**, before 2:00 p.m. 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.

**A voluntary pre-bid site visit** will be held on **November 4, 2022, at 2:00 p.m.**, at Front entrance of the Fremont High School and Street Academy Site will follow. 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 **C7 – Low Voltage Systems and/or C10 – Electrical Contractors license and Milestone Certification** 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 registration number on the Designation of Subcontractors form for each subcontractor 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	<b>October 20, 2022</b>
Advertise:	2 <sup>nd</sup> Publicaiton Date	<b>October 27, 2022</b>





## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Fremont High School / Street Academy Security Improvement	<b>Site</b>	302
<b>Basic Directions</b>			
Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.			
<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

### Contractor Information

<b>Contractor Name</b>	Rook Electric	<b>Agency's Contact</b>	Leo Gvozdev		
<b>OUSD Vendor ID #</b>	003677	<b>Title</b>	Owner		
<b>Street Address</b>	8055 Collins Dr. Ste. 205	<b>City</b>	Oakland	<b>State</b>	CA
<b>Telephone</b>	925-222-9229	<b>Policy Expires</b>			
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>OUSD Project #</b>	22140/22152				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	2-23-2023	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	5-23-2023
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$ 154,300.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9905	Fund 21, Measure Y	210-9655-0-9905-8500-6274-302-9180-9906-9999-22140	6274	\$154,300.00

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	2/1/23		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> Lozano Smith, approved as to form (limited)	<b>Date Approved</b>	2/1/23		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	2/2/2023		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			