

| Board Office Use: Legislative File Info. | |
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| File ID Number | 23-1016 |
| Introduction Date | 05/24/2023 |
| Enactment Number | 23-1053 |
| Enactment Date | 5/24/2023 CJH |



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lisa Grant-Dawson, Chief Business Officer

Meeting Date May 24, 2023

Subject Resolution No. 2223-0118 - Authorizing Use of Sole Source Exception to Public Bidding (Tulum Innovative Engineering), and Associated Agreement with Tulum Innovative Engineering – Central Office Move Project – Division of Facilities Planning and Management

Ask of the Board Approval by the Board of Education of Resolution No. 2223-0118 - Authorizing Use of Sole Source Exception to Public Bidding (Tulum Innovative Engineering), and Associated Agreement Between Owner and Contractor by and between the District and Tulum Innovative Engineering, Oakland, California, for the latter to (among other things): provide electrical and demolition services to power connections and "whips" to all partitions; remove "whips" from partitions and walls; demolish the circuit wiring back to the panel board of origin; demolish all conduit, MC Cable, and wire to be demolished; and take other actions related electrical items for the Central Office Move Project, in the total amount of \$151,880.00, which includes a contingency allowance of \$13,000.00, with the work anticipated to commence on or about May 11, 2023, and scheduled to last until September 7, 2023.

Discussion Contractor was selected directly based on sole source process for the District.

LBP (Local Business Participation Percentage) 100.00%

Fiscal Impact Fund 21 Building Funds, Measure Y

Attachment(s)

- Resolution No. 2223-0118 - Authorizing Use of Sole Source Exception to Public Bidding (Tulum Innovative Engineering)
- Contract Justification Form
- Agreement, Bonds, and Other Contract Documents
- Certificate of Insurance
- Routing Form



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

Resolution No. 2223-0118

Authorizing Use of Sole Source Exception to Public Bidding (Tulum Innovative Engineering)

WHEREAS, the Oakland Unified School District (“District” or “OUSD”) has a need to contract with Tulum Innovative Engineering (“Tulum”) for the services as described herein;

WHEREAS, the contemplated contract is for a total amount of \$151,880.00, which includes a contingency allowance of \$13,000.00;

WHEREAS, under Public Contracts Code, a contract in this amount would ordinarily require competitive bidding;

WHEREAS, one exception to this competitive bidding requirement is the “public policy” exception, an example of which is when there is only one supplier of a needed good or service (see, e.g., *Los Angeles Gas & Electric Corporation v. Los Angeles* (1920) 188 Cal. 307; *Hodgeman v. City of San Diego* (1942) 53 Cal.App.2d 610; *County of Riverside v. Whitlock* (1972) 22 Cal.App.3d 863); and

WHEREAS,

- OUSD is required to remove certain material and equipment from its spaces at 1000 Broadway under the applicable lease,
- The landlord limits who can perform such services, and
- The landlord has only approved Tulum to provide such services.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Based on the foregoing, the Board finds that only Tulum is available to perform the necessary work at 1000 Broadway,
2. The Board approves waiving competitive bidding to allow the District to contract with Tulum for the work, and
3. The Board hereby approves the Agreement with Tulum.

PASSED AND ADOPTED on May 24th, 2023, by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None



PREFERENTIAL RECUSE: None

AYES: Benjamin "Sam" Davis, Jennifer Brouhard, VanCedric Williams, Valarie Bachelor, Vice President Clifford Thompson, President Mike Hutchinson

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Student Director Linh Le, Student Director Natalie Gallegos Chavez, Board Member Vacancy

CERTIFICATION

We hereby certify that the foregoing is a full, true, and correct copy of a Resolution passed at a Meeting of the Board of Education of the Oakland Unified School District held on May 24th, 2023

| Legislative File | |
|--------------------|---------------|
| File ID Number: | 23-1016 |
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OAKLAND UNIFIED SCHOOL DISTRICT

5/25/2023

Mike Hutchinson
President, Board of Education

5/25/2023

Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education



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

Legislative File ID No. 23-1016

Department: Facilities Planning and Management

Vendor Name: Tulum Innovative Engineering

Project Name: Central Office Move **Project No.:** 22105

Contract Term: Intended Start: May 11, 2023 Intended End: September 7, 2023

Total Cost Over Contract Term: \$151,880.00

Approved by: Lisa Grant-Dawson

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?

Tulum Innovative Engineering was a direct selection based on their services to provide construction and installation services for this project.

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

Tulum Innovative Engineering will provide construction services which consist of demolish power connections and “whips” to all partitions. Remove “whips” from partitions and walls. The circuit wiring to be demolished back to the panel board of origin. All conduit, MC Cable and wire to be demolished and other electrical related items for the Central Move 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?

Tulum Innovative Engineering has done work for the District. Based on expertise with thus particular type of work, the District found that the Contractor performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

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: Sole Source - *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 \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- 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 \$109,300 (as of 1/1/23)
- 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:

- Tulum is considered Sole Source as they are the only assigned contractor to perform this type of services for the District.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **May 11, 2023**, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the “Owner,” and TULUM INNOVATIVE ENGINEERING hereinafter called the “Contractor.”

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

ARTICLE I. SCOPE OF WORK.

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

The Central Office Move Project, 1000 Broadway,

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

OUSD, Oakland, CA 94601, T: 510-535-7062.

and other Contract Documents relating thereto.

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

This contract is subject to the District’s PLA Agreement, dated June 30, 2021, which is available at the OUSD home page: ousd.org > Offices ad Departs > Facilities Planning & Management Department > Opportunities > Local Hiring > 2021 PLA – Project Labor Agreement on the leftside.

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.

Agreement Over \$60,000 – Tulum Innovative Engineering – Central Office Move Project - \$151,880.00

{SR799843}

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be one hundred twenty (120) 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 May 11, 2023, in which case the deadline for Completion would be September 7, 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 \$500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

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

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

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

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

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **ONE HUNDRED FIFTY-ONE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS NO/100 (\$151,880.00)** 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 a general contingency allowance. The above contract price includes a general contingency allowance of **THIRTEEN THOUSAND DOLLARS NO/100 (\$13,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

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

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

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

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

ARTICLE VII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments

for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

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

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

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

ARTICLE VIII. WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor

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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

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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, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

ARTICLE XIX. WRITTEN NOTICE.

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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

The Owner is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order")

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relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

CONTRACTOR:
TULUM INNOVATIVE ENGINEERING

Signature: _____

_____ Date

Name: _____

Chairman, Pres., or Vice Pres. _____

Signature: _____

_____ Date

Name: _____

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

OAKLAND UNIFIED SCHOOL DISTRICT



Mike Hutchinson, President,
Board of Education

5/25/2023

_____ Date



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

5/25/2023

_____ Date

Lisa Grant-Dawson, Chief Business Officer
Facilities Planning and Management

_____ Date

Approved As To Form:



OUSD Facilities Legal Counsel

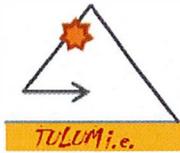
5/4/2023

_____ Date

CALIFORNIA CONTRACTOR'S
LICENSE NO.

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.



TULUM INNOVATIVE ENGINEERING

Pamila Henderson
OUSD
955 High Street
Oakland, CA 94601
(510) 535 - 7062

Project: OUSD – 1000 Broadway: Three (3) Floor Demolition of Power, Data Outlets and Communication Rooms

Bid Date: January 20, 2023

Proposal #: 22-109 AMENDED2

Addendums:

Base Bid: LUMP SUM

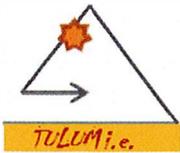
| | |
|----------------------------------|---------------------|
| 1000 Broadway Demolition: | \$138,880.00 |
| TOTAL: | \$138,880.00 |

| | |
|------------------------|--------------------|
| Alternate Bids: | |
| Contingency: | \$13,000.00 |
| TOTAL: | \$ N/A |

GRAND TOTAL: \$151,880.00

Work Scope:

1. Demolish power connections and “whips” to all partitions. Remove “whips” from partitions and walls.
2. The circuit wiring to be demolished back to the panelboard of origin.
3. All other circuits and receptacles in the suite(s) are to be left in place.
4. All conduit, MC cable and wire to be demolished.
5. Drywall to be cut to allow removal of wire or MC cable in wall. No patching or replacement of drywall. Assumption: no contamination or hazardous material (not responsible).
6. Remove all material and properly dispose.
7. Disconnect, safe off, dismantle and demolish all IDF rooms including power, patch panels, switches, APs, UPSs and racks.
8. Remove all Wireless Access Points(WAPs) from the walls. Demolish all wiremold. Remove cabling from WAP to patch panel.
9. Demolish all existing cabling from outlet to patch panel(s).
10. Inventory all network equipment (WAPs, switches, routers, etc.) from the IDFs. Deliver all equipment and inventory lists to OUSD Project Manager.
11. Dismount and remove all projectors, monitors, smartboards from ceilings and walls. Demolish all wiremold.
12. Remove all power outlets to projectors, monitors, smartboards from ceilings and walls back to panelboard of origin.



TULUM INNOVATIVE ENGINEERING

13. Remove all cabling to all projectors, monitors, smartboards from ceilings and walls.
14. Inventory all projectors, monitors, smartboards. Deliver all equipment and inventory lists to OUSD Project Manager.
15. TULUM to install wall faceplates as required to cover any open device junction boxes.
16. TULUM to provide scissor lifts in Suite 150 to access high ceiling areas for demolition.

Assumptions, Clarifications and Exclusions:

1. Bonding is excluded. Proposal valid for thirty (30) days.
2. Work to be performed during normal working hours. 7:00AM – 3:30PM and weekends.
3. Permits (any) to be obtained by others.
4. TULUM to provide required insurance certificates of insurance.
5. OUSD to provide access to all areas (Suites, IDF's and electrical rooms) as required to complete scope of work.
6. TERMS: NET 30 DAYS
7. This document to become part of contract should TULUM I.E. be selected as the contractor.

Accepted by: _____ Date: _____

Company: _____



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

| Project Information | | | |
|---|---|-------------|-----|
| Project Name | Central Office Moves Project | Site | 918 |
| Basic Directions | | | |
| Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board. | | | |
| Attachment Checklist | <input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider | | |

| Contractor Information | | | | | | | |
|---------------------------|---|-------------------------|---|--------------|----|------------|-------|
| Contractor Name | Tulum Innovative Engineering | Agency's Contact | Marissa Zamora | | | | |
| OUSD Vendor ID # | 004387 | Title | Project Manager | | | | |
| Street Address | 3101 Hyde Street | City | Oakland | State | CA | Zip | 94601 |
| Telephone | 510-355-8159 | Policy Expires | | | | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| OUSD Project # | 918 | | | | | | |

| Term of Original/Amended Contract | | | |
|--|-----------|---|----------|
| Date Work Will Begin (i.e., effective date of contract) | 5-11-2023 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 9-7-2023 |
| | | New Date of Contract End (If Any) | |

| Compensation/Revised Compensation | | | |
|---|---------------|--|----|
| If New Contract, Total Contract Price (Lump Sum) | \$ 151,880.00 | If New Contract, Total Contract Price (Not To Exceed) | \$ |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Change in Price | \$ |
| Other Expenses | | Requisition Number | |

| Budget Information | | | | |
|---|--------------------|---|-------------|--------------|
| <i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i> | | | | |
| Resource # | Funding Source | Org Key | Object Code | Amount |
| 9656/9870 | Fund 21, Measure Y | 210-9656-0-9870-8500-6276-918-9180-9000-9999-2105 | 6276 | \$151,880.00 |

| 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. | | | | | |
| 1. | Division Head | Phone | 510-535-7038 | Fax | 510-535-7082 |
| | Executive Director, Facilities Planning and Management | | | | |
| | Signature | Date Approved | 5.3.23 | | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | |
| | Signature | Date Approved | | | |
| 3. | Deputy Chief, Facilities Planning and Management | | | | |
| | Signature | Date Approved | | | |
| 4. | Chief Financial Officer | | | | |
| | Signature | Date Approved | | | |
| 5. | President, Board of Education | | | | |
| | Signature Mike Hutchinson | Date Approved | 5/25/2023 | | |