Board Office Use: Leg	gislative File Info.
File ID Number	16-0648
Introduction Date	41311
Enactment Number	16-0494
Enactment Date	4-13-16



Memo То Board of Education From Antwan Wilson, Superintendent and Secretary, Board of Education By: Vernon Hal, Senior Business Officer 🜾 Roland Broach, Executive Director of Buildings, Custodial & Grounds Facilities Planning and Management **Board Meeting Date** arch 23, 2016 Subject Contract for Repairs, Maintenance and Small Construction (CUPCCAA) - Rook Electric - Division of Facilities Planning and Management Contract. Action Requested Approval by the Board of Education of a Contract for Repairs, Maintenance and Small Construction (CUPCCAA) with Rook Electric for Maintenance on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$135,000.00. The term of this Agreement shall commence on March 23, 2016 and shall conclude no later than March 23, 2017. Contractor shall maintain and service the Surveillance CCTV Systems. Background hereinafter called the Equipment, at the Owner's facilities and keep the Equipment in good working order. Contractor shall provide all labor and materials, and perform all work necessary for the completion of the Maintenance Services as described. Work includes but is not limited to troubleshooting and repair of surveillance system defects, remote assistance and configuration updates, onsite maintenance, cleaning and refocusing the cameras, and other work as requested by Owner. Contractor shall respond to Owner's request for service within 24 hours and provide a cost estimate to the Owner in a reasonable amount of time. Discussion We have a need for a maintenance contract for our camera systems. This vendor has proposed to provide us with the services required to keep our camera system on-line and repaired. LBP (Local Business Participation 0.00% (Sole Source) Percentage) CUPCCAA construction contract below \$175,000.00 informal bidding processed Procurement Method followed. Recommendation Approval by the Board of Education of a Contract for Repairs, Maintenance and Small Construction (CUPCCAA) with Rook Electric for Maintenance on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$135,000.00. The term of this Agreement shall

www.ousd.k12.ca.us

commence on March 23, 2016 and shall conclude no later than March 23, 2017.

Fiscal Impact

Measure J

Attachments

- Contract for Repair, Maintenance or Small Construction (CUPCCAA) including scope of work
- Certificate of Insurance
- Contractor Proposal



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

Legislative File ID No.
Department: Facilities Planning & Management
Vendor Name: Rook Electric
Project Name: Camera Maintenance Project No.: 15132
Contract Term: Start Date: February 1, 2016 End Date: February 1, 2017
Annual (if annual contract) or Total (if multi-year agreement) Cost: \$135,000.00
Approved by: Tadashi Nakadegawa
Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy? Yes No 🗸
Why was this Vendor selected?
We have a need for a maintenance contract for our camera systems. This vendor has proposed to provide us with the services required to keep our camera systems on-line and repaired.
Summarize the services this Vendor will be providing.
This vendor will provide us with a maintenance contract for a year to repair and monitor our existing camera system.
Was this contract competitively bid? Yes 🔽 No 🗔
If No, answer the following:
Contribution of the prime of a prime of the

1) How did you determine the price is competitive?

We received 2 competitive bids

16-0648

2)	Pleas	e check the competitive bid exception relied upon:
		Educational Materials
		Special Services contracts for financial, economic, accounting, legal or administrative services
		CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
		Professional Service Agreements of less than \$86,000 (increases a small amount on January 1 of each year)
		Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
		Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
		Emergency contracts
		Technology contracts
		electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
•		contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
		Western States Contracting Alliance Contracts (WSCA)
		California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
		Piggyback" Contracts with other governmental entities
		Perishable Food
		Sole Source
		Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price
		Other, please provide specific exception

CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS

For

X REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA")) or

REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER \$45,000 AWARDED PURSUANT TO CUPCCAA

CONTRACT NUMBER: 15132

THIS CONTRACT is made and entered into this 28th day of January. 2016 ("Contract"), by and between Rook Electric ("Contractor") and Oakland Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. The Contractor shall furnish to the District for a total price of One hundred thirty-five thousand dollars and no cents (\$135,000.00) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

Contractor shall maintain and service the Surveillance CCTV Systems, hereinafter called the Equipment, at the Owner's facilities and keep the Equipment in good working order. Contractor shall provide all labor and materials, and perform all work necessary for the completion of the Maintenance Services as described. Work includes but is not limited to troubleshooting and repair of surveillance system defects, remote assistance and configuration updates, onsite maintenance, cleaning and refocusing the cameras, and other work as requested by Owner.

Contractor shall respond to Owner's request for service within 24 hours and provide a cost estimate to the Owner in a reasonable amount of time.

2. Contractor shall perform the Work at Division of Facilities Planning and Management. ("Premises" or "Site"). The Project is the scope of Work performed at the Site.

- 3. Work shall be completed within Three hundred sixty-five days (365) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of NA per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
- 4. Contractor shall not commence the Work under this Contract until Contractor has submitted and District has approved the performance bond, payment (labor and

Contract for Repairs, Maintenance or Small Construction Projects - Rook Electric - Division Page 1 of Facilities Planning and Management Project

material) bond(s), the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

- Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
- 6. Inspection and acceptance of the Work shall be performed by Richard Rogers f the <u>Division of Facilities Planning and Management Department</u> of the District.
- This Contract incorporates by this reference the Terms and Conditions attached hereto. The Contractor, by executing this Contract, agrees to comply with the Terms and Conditions.
- 8. The Contract Documents include only the following documents, as indicated:
 - Instructions to Bidders
 - _ __ Bid Form and Proposal
 - _ __ Bid Bond
 - ____ Designated Subcontractors List
 - X___Notice to Proceed
 - X Terms and Conditions to Contract
 - X Non-collusion Affidavit
 - X Prevailing Wage Certification
 - X Workers' Compensation Certification
 - X Criminal Background Investigation Certification
 - X Drug-Free Workplace Certification

- X Asbestos & Other Hazardous Materials Certification
- X Lead-Product(s) Certification
- X Insurance Certificates and Endorsements
- X Debarment Certification
- NA Performance Bond
- NA Payment Bond
- X Exhibit "A" ("Scope of Work")
- X_Plans
- X_Work Specifications
- The architect for the Project is <u>NA</u> ("Architect") and the project manager on the Project is <u>Richard Rogers</u> ("Project Manager").
- 10. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
- 11. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. https://www.sam.gov/portal/public/SAM

12-17-2016 ner mil

Susie Butler-Berkley Contract Analyst

Contract for Repairs, Maintenance or Small Construction Projects – Rook Electric – Division of Facilities Planning and Management Project Page 2

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education

4-13-16 Date

4-13-16 Date

3-74-16

IN JAC

Antwan Wilson, Superintendent & Secretary, Board of Education

Roland Broach, Executive Director, Buildings, Custodial & Grounds, Facilities Planning and Management

APPROVED AS TO FORM:

3.4.16

Date

Date

OUSD Facilities Legal Counsel

CONTRACTOR 2/17/16 Leonid Givoza CEO Rock Electric

File ID Number: 16-0648 Introduction Date: 4-13 Enactment Number: Enactment Date: 4 By:

Contract for Repairs, Maintenance or Small Construction Projects – Rook Electric – Division of Facilities Planning and Management Project Page 3

Information regarding Contractor:

Contractor:	ROOK ELECTRIC
License No.:	999777
Address:	PO Box 5323 Pittsburg CA 94965
Telephone:	925 222 9229
Facsimile:	N/A
E-Mail:	leo@rookelectric.com
Partners Limited X Corporat	al prietorship hip Partnership

Employer Identification and/or Social Security Number

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Contract for Repairs, Maintenance or Small Construction Projects – Rook Electric – Division of Facilities Planning and Management Project Page 4

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date:	2/17/16
Proper Name of Contractor:	Rook Electric
Signature:	4
Print Name:	Leonud Grozdev
Title:	CED

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:	2/17/16
Proper Name of Contractor:	Roof Electric
Signature:	1 o
Print Name:	Leonid Guozden
Title:	CED

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

Contract for Repairs, Maintenance or Small Construction Projects – OUSD – Exhibits / Attachments Page 1

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

—Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name:	Leonid	Gwozdev	_
Title:	CED		

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

<u>Megan's Law (Sex Offenders)</u>. I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are <u>not</u> listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date:

Contract for Repairs, Maintenance or Small Construction Projects – OUSD – Exhibits / Attachments Page 2 Proper Name of Contractor:

Signature:

Print Name:

Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

eonid Guorden

Rook

I am aware of and hereby certify that neither <u>Rook Electric</u> [Type name of Contractor] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Contractor or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 17 th day of February 2016 for the purposes of submission of this Agreement.

By:

0 Signature conid Guozde

Typed or Printed Name

CED

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO .: _	15132	bet	ween	Oakland	Unified	School
District (the "District" or the	"Owner") and	Rook	Ele	ctric		
(the "Contractor" or	the "Bidder") (the					

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

Contract for Repairs, Maintenance or Small Construction Projects – OUSD – Exhibits / Attachments Page 4 I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

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

Date: 2/17/16 Proper Name of Contractor: Rook Electric Signature: 0 Print Name: Leonid Givozdeu Title: CEO

END OF DOCUMENT

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the abovementioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date:	2/17/16
Proper Name of Contractor:	Rook Electric
Signature:	NA o
Print Name:	Leonid Guozdev
Title:	CEO

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a leadbased hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1).** Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Contract for Repairs, Maintenance or Small Construction Projects – OUSD – Exhibits / Attachments Page 7

2/17 Date: Rook/Electric Proper Name of Contractor: Signature: Leonid Guozden Print Name: CEO Title:

EXHIBIT A

Rook Electric P.O. Box 5323 Pittsburg, CA 94565 T: 925-222-9229 E: leo@rookelectric.com Lic: 999777 (C-10)

SURVEILLANCE SYSTEM MAINTENANCE AGREEMENT

This Maintenance Agreement is made effective as of ______, by and between <u>Rook Electric</u> (<u>CSLB Lic. 999777</u>), hereinafter called the Contractor, and <u>Oakland Unified School District</u>, hereinafter called the Owner.

DESCRIPTION OF SERVICES. Contractor shall maintain and service the Surveillance CCTV Systems, hereinafter called the Equipment, at the Owner's facilities and keep the Equipment in good working order. Contractor shall provide unscheduled remedial maintenance ("on-call service") as and when needed.

SCOPE OF WORK. Contractor shall provide all labor and materials, and perform all work necessary for the completion of the Maintenance Services as described above. Work includes, but is not limited to troubleshooting and repair of surveillance system defects, remote assistance and configuration updates, onsite maintenance, cleaning and refocusing the cameras, and other work as requested by the Owner.

Contractor shall respond to Owner's request for service within 24 hours and provide a cost estimate to the Owner in a reasonable amount of time. Contractor shall commence the work to be performed under this Agreement and substantially complete the work in good faith.

Please refer to Exhibit A "Scope of Work Clarifications" for additional information.

TRAINED EMPLOYEES. Trained personnel directly employed and supervised by the Contractor will perform all services required by the terms of this Agreement. The Contractor agrees that each of its employees will be properly qualified and will use reasonable care in the performance of his or her duties. Contractor may hire, screen and train qualified employees for the performance of services under this agreement at its discretion.

Please refer to Exhibit B "Trained Personnel" for a current list of qualified personnel. Please refer to Exhibit C "CCTV Portfolio" for a list of past CCTV jobs as a reference.

WORKING HOURS. The services required of the Contractor under this Agreement shall be performed during the regular working hours of its regular working days consisting of Monday to Friday, 8AM-8PM. Any work performed outside of these working hours will be billed at the "overtime" rate specified in the Fee Schedule.

CONTRACT PRICE.

(a) The Owner shall pay the Contractor at the rates specified in the Exhibit A: "Fee Schedule" attached for the regular services to be performed under this Agreement.

(b) The amount specified in (a) above shall be adjusted annually to reflect any changes in the Contractor's cost of labor, equipment and materials supplied by the Contractor under this Agreement. The Fee Schedule rates in this Agreement shall be increased or decreased on each anniversary of the commencement date of service under this Agreement with the percentage of increase or decrease in the hourly cost and the costs of the parts, equipment, and materials.

(c) Amounts due to the Contractor will be billed to the Owner at the completion of each service request and will be due and payable within <u>30</u> days thereafter.

(d) The total payment for the duration of this agreement shall not exceed \$135,000.00.

Please refer to Exhibit D "Fee Schedule" for rates and fees.

TERM OF CONTRACT. The term of this Agreement shall commence on ______, ____ and shall continue in full force and effect for the period of <u>12 months</u> unless terminated under the conditions of this Agreement. Either party by giving <u>30 days</u> written notice to the other party, may terminate this Agreement at the end of the 12 month period.

PERMITS. Contractor shall apply for and obtain such permits as may be required by the local municipal government, the cost thereof shall be included as part of Payment to the Contractor under this Agreement.

INSURANCE. Contractor shall maintain general liability and workers compensation insurance.

ACCESS. The Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. The Owner will provide network access, passwords and other information necessary for servicing the surveillance system. Driveways will be kept clear for the movement of vehicles during work hours.

CONFIDENTIALITY. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

INDEMNIFICATION. The Owner agrees to indemnify and hold the Contractor harmless from all claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against the Contractor that result from the acts or omissions of the Contractor and/or the Contractor's employees, agents, or representatives. It is understood and agreed: that the Contractor is not an insurer of any property or the personal safety of any persons; that the Contractor makes no guaranty or warranty that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the Equipment or service is designed to detect or avert.

WARRANTY. The Contractor shall warrant the work it has performed for a period of <u>1 year</u>. If within <u>1 year</u> of the commencement of warranties, any of the Contractor's products are found to be defective in its workmanship or materials, Contractor shall correct the work at its sole expense promptly after receipt of notice from the Owner to do so.

COMPLETION OF SERVICES. Upon the completion of the Maintenance Services by the Contractor, Contractor shall see to it that the Owner's property is restored to the condition they were in prior to the entry by the Contractor, and the Contractor shall see to it that all portions used by the Contractor during the term of this Agreement shall be broom clean and free of debris.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars,

or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, or caused by such party, or its employees, officers, agents or affiliates.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of California.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SIGNATORIES.

The Contractor Rook Electric PO Box 5323 Pittsburg, CA 94565	The Owner Oakland Unified School District 955 High Street Oakland, CA 94601
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

T: 925-222-9229 E: info@rookelectric.com Lic.: 999777 C-10

EXHIBIT A SCOPE OF WORK CLARIFICATIONS

OUSD Service Request

The Oakland Unified School District responsible party will initiate the service by contacting the Contractor and making a service request. Service requests can be made by phone or email. The Contractor will respond to each service request within 24 hours in order to provide a cost estimate for the work (if requested) and to schedule the work. When the OUSD responsible party agrees to the cost estimate and a schedule, then the Contractor will commence the work.

Remote Assistance

The OUSD responsible party can request a service that can be completed remotely without the Contractor being physically present on site. The Contractor shall verify the identity of the responsible party before disclosing any secure information or changing the configuration of the surveillance system.

- <u>Phone Assistance</u>: The Contractor will talk with the responsible party or other OUSD users over the phone explaining steps needed to be taken in order to connect to a CCTV system, initiate live viewing, playing back recorded video, and downloading the video. The Contractor can assist the users in explaining how to operate the CCTV system, how to log in and gather information about the user's computer in order to assist the troubleshooting process.
- 2. <u>Configuration Changes:</u> The Contractor can add, modify and delete users, change network and connection settings, change recording schedules, change system time, update the system firmware and perform other configuration functions.
- 3. <u>Screen Sharing:</u> In order to aid the users in connecting to and operating the CCTV systems, the users can agree to share their computer screen view with the Contractor using programs such as TeamViewer and LogMeIn.
- 4. <u>Network Management:</u> The Contractor can remotely log into the OUSD network using Virtual Private Networks and manage the networking equipment such as switches and routers in order to troubleshoot and repair network connectivity issues. The Contractor can update IP addresses, gateway servers, DNS servers, ports, and firewalls. IP cameras and Network Video Recorders will depend on the OUSD networks in order to operate and are susceptible to changes on those networks.

NEXUS: Connect Collaborate Create

Service Description and Support Proposal

Transform Your Business



PREPARED FOR:

Oakland Unified School District

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955 High Street

Oakland, CA 94606



Cisco Video Surveillance System Service and Support Contract

Version 1.0 Date 10/15/2015

www.nexusis.com | 800-536-2400 | info@nexusis.com

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NexusCare Block of Hours

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COMPANY PROFILE

Nexus Company Profile

Nexus IS, Inc. ("Nexus") is a professional services company providing engineering and support expertise to meet the requirements for advanced communication solutions. Our expertise in Collaboration, Enterprise Networks, Business Video, Data Center Technologies, Virtualization/Cloud, Consulting Services, and Managed Services; along with our strong manufacturer partnerships allows us to design, implement, and manage solutions from data transport to complex Contact Center, Data Center, Cloud Solutions and Security.

Nexus, headquartered in Valencia, California has offices throughout California, Arizona, Washington, Oregon, Texas, Florida and Georgia.

Nexus has over 600 employees and more than 3,500 clients where we provide solutions from basic maintenance services and infrastructure design to complex security, call center application implementations and distributed architectures in campus environments.

Throughout our 30-year history, we have remained committed to providing customized, state-of-the-art technology solutions to our customers. To achieve this, our forward-looking management team has maintained a strong engineering focus, and an emphasis on excellence in implementing and maintaining complex technology solutions. We deliver outstanding results by approaching each project with the "end-result in-mind."

Nexus Profile

- » Cisco Gold Certified Partner
- » Cisco Master Specialization in U.C.
- » Cisco Master Specialization in Security
- » Cisco Master Service Provider
- » Cisco Master Cloud Builder Specialization
- » Over 30 years of voice/data experience
- » \$450M Revenue Stream (2013)
- » Profitable operations every year
- Over 166% productivity increase (revenue
- » per employee)
- \$100 mil line of credit through GE Commercial Distribution Finance
 Over 600 Employees
- » Dedicated GovEd Practice
- » Sixth largest E-Rate P2 Service
- Provider in the nation in 2013 (by award)

Achieving the highest levels of partnership with a wide-variety of strategic, top manufacturers in the technology eco-system, Nexus is one of only a handful of companies worldwide to provide a unique solution-set that encompasses customized, application integration solutions which directly impact the organizations we serve. Our Professional Services and Project Management teams understand that "technology-for-technology's sake," does not benefit our customers. Nexus takes the necessary time to completely understand the business requirements for every implementation. Seamless application performance is our key goal for customer satisfaction.

Why Choose Nexus for your next technology project? The answer comes directly from our existing customers who choose us over, and over again: "Nexus has the right people, processes and technologies to assure a successful project design, deployment and on-

Prepared for: Customer Name Proprietary and Confidential

going support." From our Sales and Engineering teams, to our Professional and Managed Services organizations, Nexus simply delivers.

Nexus, Inc. specializes in delivering innovative convergence solutions that provide businesses with a distinct competitive advantage. We understand the challenges posed by today's rapidly evolving technologies and leverage our extensive engineering team to help our clients meet these challenges. We work hard to understand the unique needs of each of our clients, and develop a personalized technology strategy to help them succeed.

OVERVIEW

Proposal Overview

This Service Description and Support Proposal is designed to acquaint you with the features and entitlements of the Video Surveillance System maintenance contract proposed by Nexus.

This document is intended to define the roles and responsibilities of Nexus and the procedures to be followed by the Client to ensure optimum delivery of Nexus services. It is not intended to be a complete description of the services provided by Nexus or the contractual terms of the agreement between the two companies. Services and procedures which do not require active participation from the Client are not described herein.

SERVICE DEFINITIONS & SUPPORT PROPOSAL

Proposed Service Contract Introduction

Client (Oakland Unified School District) and Nexus IS, Inc (Nexus) entered into a Support and Service contract for the Cisco Video Surveillance System start date of 6/1/2014 and end date of 6/1/2015. This proposal addresses the immediate need to continue maintenance services for the district's existing Cisco video surveillance system in order to provide optimal functionality and support for one (1) year. Start and end date are to be determined at time of contract proposal acceptance.

Under this service proposal the following services are to be provided by Nexus:

- · Non-specific work objectives limited only to the pre-paid time allotted
- Level 1, 2 & 3 Remote Troubleshooting, Diagnosis and Resolution services
- Remote support for Troubleshooting, Diagnosis, and Resolution virtually anywhere there is an internet connection.
- Escalation for Level 3 & 4 support services
- · Onsite dispatch.
- Parts Replacement subject to underlying OEM/manufacturer warranty, service agreement, or other Nexus provided hardware maintenance agreement.

The Nexus Care service and support for the OUSD Cisco Video Surveillance system maintenance contract is designed to provide technical assistance for trouble remediation, escalation and resolution when the Client's in-house staff needs assistance for Service Incident management.

This service is intended as a day-to-day administration and maintenance contract service. Remote engineering time, possible remote connection establishment time (i.e. ad-hoc VPN), discovery and diagnosis time, dispatch/transit time, and any requested wrap up or root cause analysis reporting time are considered billable under this contract.

Cost

This proposed contract is being delivered at \$131,280.00 cost to OUSD. Any requests for services beyond the scope of equipment maintenance and management of the physical security video system (servers and cameras) will be charged to the district. At the end of 1 year this may be renewed at the then current price.

Nexus TAC Contact Information

Action	Nexus Client Care Contact
Voice Line	800-266-2003
E-mail	service@nexusis.com

Note – For all Major Events or problems of an urgent nature, please place a VOICE CALL to the NTAC or dedicated Service Manager.

Hours of Operation

Nexus provides technical assistance to our clients on a 24 hour a day, 7 day a week basis. However, Minor Events, as defined below, are only supported during normal business hours.

After-hour calls are handled on a call-back basis in order to direct Major Event service requests to the appropriate technical resource.

Technology Areas of Expertise

Nexus Managed Services has the following areas of expertise:

Manufacturer	Device/Appliance/Server/App					
Cisco	Blade Switches					
	Collaboration					
	Contact Center					
	Data Center Switches					
	 Interfaces and Modules 					
	Meraki					

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NexusCare Block of Hours

	 Networking Software (IOS & NX-OS)
	Physical Security
	Routers
	Security
	Service Exchange
	Storage Networking
	Servers - Unified Computing
	Switches
	Video
	Voice and Unified Communications
	WebEx
	Wireless
EMC	Isilon
	Symmetrix VMAX
	VNX
	VNXe
	Avamar
	Clariion
	Data Domain
	Networker
Microsoft	Operating Systems
	SQL Server
	Exchange Server
	Active Directory
	Domain Controllers
Linux	Red Hat
	Suse
	Ubuntu
	CentOS
	other

Required Information when Reporting an Issue

When calling the NTAC or reporting a problem, the Client employee must be able to provide the following information to the NTAC Analyst:

Employee name (additional information may be required if not listed as a Client point of contact in the ticketing system) Callback information including phone numbers and call times On-Site contact Server and/or device name, and serial number (if known) Location of the Service Incident Description of the Service Incident Any error messages or numbers reported by the system

Sample Maintenance Plan Workflow

Item	Responsible Party	Action	Next Step		
Generate Support Nexus NOC Ticket (calling NOC)		Collect as much data/information as to the related issue, contact name/number/location/site address (etc).	Route to Physical Security Post Sales team for review/assignment.		
Post Sales Validation	Nexus PhySec post sales	Post Sales coordinator (responsible party) will review the ticket and validate with the customer.	Assign resource with estimated time- frame for resolution.		
			Resolve issue or refer to Subcontractor or installation entity.		
Ticket Assigned	Either Nexus Internal resource or qualified subcontractor	Remediate issue defined, communicate any additional issues discovered.	Report to Nexus for customer ticket closure or further service requirements.		
Subcontractor Services	Installation Entity or other support provider	JOINT SERVICE – SMART-HANDS ON-SITE CALL with Subcontractor and Nexus Support Engineer Nexus to provide background data – documentation including as-builds, other drawings, system configuration. Nexus remains engaged to coordinate subcontractor services for site remediation	Coordinate with customer for acceptance and system testing, validating complete repair.		
Resolution	Nexus NOC	Invoice to customer and process, coordinate billing from subcontractor.	Close ticket, contact sales to have them follow up on		

Prepared for: Customer Name

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customer service
and QC.

Sample On-Site Remediation Process – System Inspection and Testing

Nexus Engineer to interview stake-holders to determine if they or others have experienced any problems with the system.

- 1. Carry out a visual inspection of all major components (including cabling and connections where accessible) for signs of deterioration or damage and rectify as necessary.
- 2. Know before you go are cameras accessible with a standard 12' ladder?

On Site Inspection Overview

- Inspection of all major components including cables & connectors (for deterioration or damage)
- Check all Cameras including housings, supporting brackets, mounts, termination, focus, picture quality, PTZ (if applicable), IR (if applicable), firmware revisions/updates, clean lens/housing/body.
- Servers check for disk space, performance logs, Software Revisions/updates, thermal and environmental
- 4. Recordings playback and capture, perform forensic search
- 5. Events check SMS, SMTP, MMS alerts.
- 6. Locking hardware check for access functionality, inspect readers, motion detectors, requests to exit hardware, crash bars
- 7. Power Supply Units inspect all PSUs for faults, environmental conditions
- 8. UPS check all stand-by and backup power supply units (if applicable)
- 9. Network check POE ports (as required)

Component Maintenance - Cameras

- Cameras are well connected and are configured for maximum and optimal coverage. Angles are appropriate for your site and lens zooming is in accordance with the camera specifications.
- 2. Examine supporting brackets and towers for signs of corrosion and damage.
- 3. Check physical condition of cameras and housings for signs of deterioration due to rain, dust and dirt. Clean as required.
- 4. Check that field of view is correct.
- 5. Check that all camera bracket fittings and clamping bolts are tight.
- Check that lenses are correctly focused.
- 7. Check operation of auto-iris lenses as appropriate.
- 8. Clean housing windows as necessary.
- 9. Check that washer bottles are full, refilling if necessary.

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- 10. Check condition of pan / tilt unit, adjusting position of end stops and presets where applicable.
- 11. Check operation of infrared units.
- 12. Check for firmware updates

Viewing Workstations or Video Wall

- 1. Check operation of controls and adjust for best picture.
- 2. Check for software updates for viewing client (both browser based and SaSD client)
- 3. Conduct forensic search
- 4. Create a clip
- 5. Create a screen capture

Controls

- Wiring is well shielded and protected. Visual inspection of all major components (including cabling and connections) for signs of deterioration or damage and rectify as necessary.
- 2. Check physical condition and cable connections.
- Check operation of switchers and multiplex controllers including external alarm interfaces when fitted.
- 4. Check time / date settings and adjust if necessary.

VSM Server & CPAM Server

- Checks for system errors, video loss, network connection failure, and other system alerts
- 2. Check available disk space or other storage components
- 3. Check alerts and events logs
- 4. Test motion detection
- 5. Test alerts and notification functionality
- 6. Check time / date settings and adjust accordingly
- 7. Check for SW updates
- 8. Test integration with CCTV & Access Control system
- 9. Update user database from AD or LDAP as necessary
- 10. Check badge printer functionality

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On-site Maintenance

Some services can only be performed on site. The Contractor shall schedule an appointment with a responsible party and notify all personnel in order to gain access to the facilities and cause a minimum of disruption to the facilities' operation.

- 1. <u>Camera Maintenance</u>: The Contractor shall clean the cameras and adjust the camera's focus and field of view. Camera focusing may require two people to perform with one person viewing the video feed on the monitor and directing a second person to adjust the focus on the camera.
- 2. <u>Troubleshooting</u>: The Contractor shall test the camera power wires for operating voltage and replace the power supply if required. The Contractor shall test the camera video wires for continuity and replace any connectors or baluns that are preventing video transmission. The Contractor shall test the camera to ensure that it turns on and outputs a clean video signal. The Contractor shall identify and label the camera wires and ensure they are plugged into the correct ports on the networking equipment. The Contractor shall log into the networking equipment and ensure proper network configuration.
- 3. <u>Replacements:</u> If a camera, power supply, balun or network device is tested and found to be not operable, then the Contractor shall notify the OUSD responsible party and replace such device.

Invoicing and Payment

Invoices shall be submitted at the completion of each service. If a service takes more than one month to complete, then a progress bill shall be submitted for the percentage of work completed at the end of each month.

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EXHIBIT B: TRAINED PERSONNEL

Technician	Experience / Education
Leonid Gvozdev	Work History:
Owner/CEO	Rook Electric (Owner/CEO) 2015-Present
	Protection Now (Installer, Service Technician) 2013-Present
	Security Engineers, Inc. (Project Engineer) 2008-2013
	Education:
	C-10 Electrical Contractor RMO
	999777 C-10
	A+ Certified Computer Repair Technician
	COMP001020216506
	Cisco Certified Network Associate Training
Robert Larsen	Work History:
Service Technician	Security Engineers Inc. 2009-2013
	Life Safety and Security Inc. 2005-2009
	Electronic Technology Corporation 2003-2005
	Allied Security Alarms 2001-2003
	California Fire and Security 1996-2001 Service Technician
	Education:
	<u>Education:</u> NICET Level I Certification
	NOTIFIER Factory Training
	Alarm Company Employee LAN Technician Certification
	LAN Technician Certification
	Projects:
	DMV 2003-2005 for ETC
	Urban Promise Academy 3031 E 18th St., Oakland, CA 94601

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EXHIBIT C: CCTV PORTFOLIO

Project	Description	Valuation
Air Quality Management District Richmond, CA	Installed a new IP CCTV system per the customer's specifications.	\$12,000.00
SFA James Baldwin Academy 2275 Arlington Drive San Leandro, CA 94578	Upgraded the existing CCTV system with new IP cameras and NVR recorder. Coordinated with the school's IT department for IP addressing and network integration. Work performed under Protection Now.	\$7,000.00
Barcelon Associates 2020 Grant Street Concord, CA 94520	Designed and installed a 13 (upgraded to 16) camera IP CCTV system for The Heritage and Tower Plaza buildings. Work performed under Protection Now.	\$20,000.00
MPFC 1900 Adeline Street Oakland, CA	Designed and installed a 17 camera IP CCTV system for an apartment complex under construction. Work performed under Protection Now.	\$22,000.00
JH Fitzmaurice, Inc. 2857 Hannah Street Oakland, CA 94611	Designed and installed a CCTV system for a small construction yard. The system is designed with 16TB of harddisk capacity capable of archiving video for more than 1 year. Work performed under Security Engineers Inc.	\$10,000.00
Seneca Family of Agencies	Installed and serviced CCTV systems in multiple education campuses.	Varied
Barcelon Associates	Installed and serviced CCTV systems in multiple assisted living facilities.	Varied
Madison Park Financial Corp	Installed and serviced CCTV systems in multiple apartment complexes.	Varied

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EXHIBIT D Fee Schedule

Desc	cription	Value
 Straight Time Hourly Labor Rate for onsite r Balun replacement Power transformer replacement Camera replacement 	 naintenance On-site training Connection troubleshooting Cleaning cameras 	\$110.00 /hr
Overtime Hourly Labor Rate for onsite main	tenance	\$165.00 /hr
 Straight Time Hourly Crew Rate for 2 onsite Install new wire and cameras Focus and adjust cameras 	 technicians Cleaning cameras 	\$130.00 /hr
Overtime Hourly Crew Rate for 2 onsite tech	nnicians	\$195.00 /hr
Minimum charge for onsite maintenance		2 hours
 Straight Time Hourly Labor Rate for remote Adding and removing users Changing DVR/NVR configuration 	Troubleshooting network issues	\$90.00 /hr
Overtime Hourly Labor Rate for remote assis	stance and troubleshooting	\$135.00 /hr
Minimum charge for remote assistance and t	roubleshooting	1 hour
Travel Charge		\$0
Material Markup		10%
Markup on permits and fees		0%
Minimum time increment for charging anoth	er hour	15 min

* State of California APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION AFFIDAVIT DEPARTMENT OF INDUSTRIAL RELATIONS

PWCR NUMBER	C 100001/8/5					
CONTRACTO	R INFORMATION	1				
Contractor Name:	ROOK ELECTRIC					REGISTRATION
Trade Name(s):	ROOK ELECTRIC					INFORMATION
License Type Num	iber(s): CSLB	- :	999777			Type: Renewal Fiscal Year: 2016
Contractor Mailing PO BOX 5323	Address:			Contractor Physical Addres 131 ALBERTS AVE	38: · · · · · · · · · · · · · · · · · · ·	
PITTSBURG		CA	94565	BAY POINT		CA 94565
COUNTY: CONTR	RA COSTA			COUNTY: CONTRA COST	AL.	
Email Address:	LEO@ROOKELECTRIC.COM					
PROFESSIONAL	OMPENSATION - EMPLOYER ORGANIZATI oyees through Professional Emp					n an
	WORKERS' COMPENSATI			Lies Mino		
Exempt Insurance:	OWNER / OPERATOR)		_
CERTIFICATI	ON					
Ves No Ic da loc	ertify that I do not have any deli mages, interest, fines, or penaltic cal administrative agency, includi	s purs ing a c	uant to any fin onfirmed arbitr	al judgment, order, or determ ation award.	ination by a court or a	any federal, state, or
Ves No Ic	ertify that the contractor is not c	urrent	ly deburred une	ter Section 1777.1 or under a	my other federal or st	ate law providing for

- Yes No I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarrent of contractors from public works.
- Yes INo Section 1725.5 requires all contractors, as defined by California Labor Code section 1722.1, to be registered prior to bidding on public works projects on or after March 1, 2015, or for all public works projects awarded on or after April 1, 2015. Have you bid on a public works project after March 1. 2015, or were you awarded a public works project after April 1, 2015, without first being registered with the Department of Industrial Relations?
- Yes No I certify, where applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code CSLB.
 I, LEONID I GWOZDEV the undersigned, am CEO, ROOK ELECTRIC with the authority to act for and on behalf of the above named

I, LEONID I GWOZDEV the undersigned, am CEO, ROOK ELECTRIC with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled. I certify this on: 11/11/2015

Public Works Contractor Registration Affidavit - Page 1 of 2

11/11/2015 09:08 AM

PWCR NUMBER: 1000017875

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LEGAL ENTITY TYPE: CORPORATION Corporation Number: C3629112 Treasurer: LEONID GVOZDEV President: LEONID GVOZDEV Vice President: CEO: LEONID GVOZDEV

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131 ALBERTS AVE			_
BAY POINT	CA	94565	

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Public Works Contractor Registration Affidavil - Page 2 of 2

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PROI Bon P O	DUCER e, Robertson & McBride, Inc Box 997 cord, CA 94522				CONTAC NAME: PHONE (A/C, No E-MAIL ADDRES	Ext): 925-67		FAX (A/C, No): 925-6	74-0188
	n Hillman					INS		RDING COVERAGE	NAIC #
_	D 1 D					RA: Colony			39993
INSU	PO Box 5323					R B : State Comp	pensation Ins Fu	nd	35076
	Pittsburg, CA 94565				INSURE				
					INSURE				
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				NUMBER:				REVISION NUMBER:	
	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F KCLUSIONS AND CONDITIONS OF SUCH F	QUIF	AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBED PAID CLAIMS	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
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								MED EXP (Any one person) \$	5,00
								PERSONAL & ADV INJURY \$	1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	2,000,00
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$	1,000,00
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	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$	1,000,00
_	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,00
DEC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	EC. //	10000	101 Additional Demote Data	ulo mout	a attached if man		and)	
Cer	tificate holder is included as addi ility. Please see attached "disclos	tion	al in	sured as respects Ge					
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	Oakland Unified School E 955 High Street Oakland, CA 94601)istr	ic		THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DI CY PROVISIONS.	
					Q			RD CORPORATION. All right	a mean od

The ACORD name and logo are registered marks of ACORD

INFORMATION REGARDING THIS CERTIFICATE OF INSURANCE

We have been instructed by the "First Named Insured" to issue a Certificate of Insurance only for those policy numbers listed on the reverse side of this form. This Certificate is issued "as a matter of information only" and does not supersede any Insurance Company cancellations, exclusions or limitations and is not a contract between you and any Named Insureds or Bone, Robertson & McBride, Inc. (The Certificate Holder is warned that it is not entitled to rely on the Certificate itself for insurance coverage). Please note that if listed below and unless it is indicated to the contrary on the reverse side of this form, all the following items apply to your interest (if any);

- 1. Certificate does not state you are an additional insured on the General Liability policy (if any).*
- 2. Certificate does not state you are an additional insured on the Auto Policy (if any).*
- Certificate does not state you are an additional insured on the Property Portion of the policy (if any).*
- 4. Certificate does not state you are an additional insured on the Excess/Umbrella Liability policy (if any).*
- 5. Certificate does not state you are a loss payee on any of the mentioned policies (if any).*
- 6. Certificate does not state there is a waiver of Subrogation on the Workers' Compensation, General Liability, Auto, Property or Inland Marine Policy(s), or any policy, in your favor (if any).*
- 7. Certificate does not state there is any primary insurance coverage and/or a separate per project aggregate amount in your favor, (if any).*
- 8. Cancellation for non-payment of monies due to keep any policy(s) in force shall be 10 days.
- 9. As respects the Workers Compensation policy (if any), the insured has a continuous option to include or exclude certain individuals for coverage.
- 10. Bone, Robertson & McBride, Inc., has issued this Certificate "as a matter of information only" and does not state, warrant or guarantee that any terms and conditions of the policy(s) listed on the reverse side of this form, conform to the Contract requirements between you and the named insured(s). Further, Bone, Robertson & McBride, Inc., disclaims any contractual relationship with you, including this "as a matter of information only" Certificate. You are not entitled to rely on the Certificate itself for Insurance Coverage.

The Insurance Limits shown on the reverse side are only Policy Limits that were in force at the inception of such policy(s) and may have been reduced by claims and occurrences and expenses. Any such reductions have not been stated on the reverse side of this form.

<u>*IMPORTANT!</u> If such status were to be stated on the reverse side of this form; for such potential coverage to be valid, one of the conditions requires that prior to the "Occurrence" a written Contract between the Parties must have been in effect requiring such status and for the specific task(s) to be performed and is not contrary to public policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Additional Insured):	Location(s) of Covered Operations:
AS DESIGNATED IN WRITTEN CONTRACT	AS DESIGNATED IN WRITTEN CONTRACT
WITH THE NAMED INSURED	WITH THE NAMED INSURED

- A. SECTION II WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations at Work

"Bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

Negligence of Additional Insured

"Bodily injury" or "property damage" arising directly or indirectly out of the negligence of the additional insured(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U156-0310

California Automobile Insurance Company P.O. Box 10730 Santa Ana, CA 92711-0730 Customer Service: (800) 503-3724



BUSINESS AUTO POLICY

ADDITIONAL INSURED New Declarations

Effective Date: 02/29/2016

NAMED INSURED:	AGENT:
ROOK ELECTRIC INC	Auto Ins Specialists-CA
131 Alberts Ave	PO BOX 6507
Bay Point, CA 94565-3103	ARTESIA, CA 90702
	(800) 493-7879

SCHEDULE					
Insurance Company:	California Automobile Insurance Company				
Policy Number:	BA04000026180				
Policy Period:	From: 02/29/2016 to 02/28/2017 at 12:01 AM Standard Time at your mailing address				
Additional Insured:	OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS				
Address:	955 High St , Oakland CA 94601				
Endorsements Attache	ed:				
CA 20 48 02 99 - Desig	nated Insured				

AUTOMOBILE LIABILITY PROVIDED						
Covered Autos:	Symbol 1 - Any "Auto"					
Limits of Insurance:	\$1,000,000 CSL					

ACC	ORD	CE	ER	TIF	ICATE OF LIAE	BILI		JRANC	E		(MM/DD/YYYY) 9/2016
CERTI BELO REPRI	FICATE DOES NO W. THIS CERTIFI ESENTATIVE OR F RTANT: If the cert	DT AFFIRMATI ICATE OF INS PRODUCER, AN Ifficate holder s of the policy,	VEL URA ND TI is an cert	Y OR NCE HE C ADD ain p	OF INFORMATION ONLY NEGATIVELY AMEND, I DOES NOT CONSTITUTI ERTIFICATE HOLDER. DITIONAL INSURED, the p olicies may require an end	EXTE E A (ND OR ALTI CONTRACT I	ER THE CO BETWEEN T	VERAGE AFFORDED E HE ISSUING INSURER	BY TH (S), A	E POLICIES UTHORIZED
PRODUCE	B					CONTA NAME:	СТ				
	Auto Insurance					PHONE	o, Ext): 866-57	0-7335	FAX (A/C, No):	800-4	98-3293
	17785 Center C	Jourt Drive				E-MAIL	ss: commer	cial@aisins	surance.com		
	Suite 500						INS	URER(S) AFFOR	DING COVERAGE		NAIC #
	Cerritos CA 90	703				INSURE	RA: Califor	nia Automo	bile Insurance Comp	any	38342
NSURED	Rook Electric					INSURE	ERB:				
	131 Alberts Av	е				INSURE	RC:				
	Bay Point CA 9	4565-3103				INSURE	RD:				
	,					INSURE					
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OVER	AGES	CEB	TIFIC	CATE	NUMBER:				REVISION NUMBER:		1
					RANCE LISTED BELOW HAV	E BEF	N ISSUED TO			HE PO	LICY PERIOD
INDICA CERTII	TED. NOTWITHSTA	anding any re Sued or may		AIN,	NT, TERM OR CONDITION C THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE E	DF AN	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPE	CT TO	WHICH THIS
ISR TR	TYPE OF INSUR	ANCE		SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
	COMMERCIAL GENERA				. olio i nomben				EACH OCCURRENCE	\$	
	CLAIMS-MADE	OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
									MED EXP (Any one person)	\$	
									PERSONAL & ADV INJURY	\$	
GEN	LAGGREGATE LIMIT A	PPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- JECT	LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:									\$	
AUT	OMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$ 1,0	00,000
\checkmark	ANY AUTO								BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS	SCHEDULED AUTOS			BA040000026180		02/29/2016	02/28/2017	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS	NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
		A0105								\$	
	UMBRELLA LIAB	OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB	CLAIMS-MADE	-	-					AGGREGATE	\$	
H										\$	
WOR	KERS COMPENSATION								PER OTH- STATUTE ER	-	
	EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/	T / IN							E.L. EACH ACCIDENT	•	
OFF	CER/MEMBER EXCLUDE		N/A							\$	
If yes	, describe under								E.L. DISEASE - EA EMPLOYER		
DES	CRIPTION OF OPERATIC	INS below							E.L. DISEASE - POLICY LIMIT	\$	
			H	H							
											•
	Unified School Di				9 101, Additional Remarks Schedule Officers, Employees, Ager					A	
ERTIF	ICATE HOLDER					CAN	CELLATION				
Daklan	d Unified School	District									
55 Hig	h Street d, CA 94601					THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.		
						AUTHO	PRIZED REPRESE	NTATIVE - L. N	hale		
							@ 10	00 0014 40	ORD CORPORATION.	Allate	

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CONTRACT FOR REPAIR, MAINTENANCE OR SMALL CONSTRUCTION (CUPCCAA) ROUTING FORM

Project Information							
Project Name	Division of Facilities Planning and Management	Site	918				
Serv	Basic Directions ices cannot be provided until the contract is fully appro-		Purchase Order has been issued.				
	Proof of general liability insurance, including certificates a Workers compensation insurance certification, unless ven						

		Contractor Information	ĩ					
Contractor Name	Rook Electric	Agency's Con	tact	Leo Gvo	zdev	-		
OUSD Vendor ID #	VOGNTA	Title		Project N	lanager			
Street Address	P.O. Box 5323	City	Pitts	sburg	State	CA	Zip	94665
Telephone	925-222-9229	Policy Expires		2-	28-3	2017	7	
Contractor History	Previously been an OUSD	contractor? X Yes 🗌 No	V	Vorked as	an OUSD e	mploye	e? 🗌	Yes x No
OUSD Project #	15132							

		Term	
Date Work Will Begin	3-23-2016	Date Work Will End By (not more than 5 years from start date)	3-23-2017

		Compensation			
Total Contract A	mount \$	Total Contract Not To Exc	eed \$	135,000.00	
Pay Rate Per Ho	OUF (If Hourly) \$	If Amendment, Changed A	Amount \$		
Other Expenses		Requisition Number			
If you are plan	ning to multi-fund a contrac	Budget Information using LEP funds, please contact the State and Feder	ral Office <u>before</u> c	ompleting requisition.	
Resource #	Funding Source	Org Key	Object Code	Amount	
0000	Fund 01	9989160801	5675	\$135,000.00	

	Approval and Rout	ing (in order of appr	oval steps)		
	ices cannot be provided before the contract is fully approved a vledge services were not provided before a PO was issued.	nd a Purchase Order is i	ssued. Signing this do	ocument affir	ms that to your
	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management			1.1	
	Signature		Date Approved	341	6
2.	General Counsel, Department of Facilities Planning and	Management			
∡.	Signature MM		Date Approved	3.4	16
	Executive Director, Buildings, Custodial & Grounds, Fac	ilities Planning and Ma	nagement		
3.	Signature		Date Approved	3-4-	- 16
	Senior Business Officer				
4.	Signature		Date Approved		
	President, Board of Education				
5.	Signature		Date Approved		