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Introduction Date	2-24-2021
Enactment Number	21-0270
Enactment Date	2/24/2021 If



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date February 24, 2021

Subject Approval of Change Order No. 3 – Construction Contract - Digital Design Communications - Fruitvale Elementary School Fire and Intrusion Alarm Replacement Project - Division of Facilities Planning & Management

Action Requested Approval by the Board of Change Order No. 3, Award of Bid and Construction Contract with Digital Design Communications, Oakland, CA, for the latter to perform additional construction services due to faulty a Beam Detector not working properly and needed to be installed & replaced with a newer model and relocated to the MPR in the Stage area, for the Fruitvale Elementary School Fire and Intrusion Alarm Project, in the amount of \$13,280.37, increasing the Contract lump sum amount from \$908,545.91 to \$921,826.28, extending the current completion deadline of April 20, 2020 to January 15, 2021 (an additional 270 calendar days), and authorizing the President and Secretary of the Board to sign the Change Order with same Contractor.

Discussion Change Order No. 3 scope of work includes additional construction services, due to faulty Beam Detector needed to be replaced, installed and relocated to a better location. Competitive bidding was not used because the change order price is under the \$60,000 bidding threshold. The contract price will be increased by \$13,280.37, and the completion deadline will be extended to January 15, 2021.

LBP (Local Business Participation Percentage) 99.9%

Recommendation Approval by the Board of Change Order No. 3, Award of Bid and Construction Contract with Digital Design Communications, Oakland, CA, for the latter to perform additional construction services due to faulty a Beam Detector not working properly and needed to be installed & replaced with a newer model and relocated to the MPR in the Stage area, for the Fruitvale Elementary School Fire and Intrusion Alarm Project, in the amount of \$13,280.37, increasing the Contract lump sum amount from \$908,545.91 to \$921,826.28, extending the current completion deadline of April 20, 2020 to January 15, 2021 (an additional 270 calendar days), and authorizing the President and Secretary of the Board to sign the Change Order with same Contractor.

Fiscal Impact Fund 21, Measure B

{SR362801}

Attachments

- Change No. 3, including documentation
- Insurance

CHANGE ORDER NO. 03

PROJECT: Fire Alarm
Fruitvale Elementary School

DATE: DECEMBER 21, 2020

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: DIGITAL DESIGN COMMUNICATIONS
8135 Capwell Drive
Oakland, CA 94621

DSA FILE NO.: 1-29
DSA APP NO.: 117173
OUSD PROJECT #: 15125
PROJECT MANAGER: Nicole Wells

If not previously directed, the Contractor is hereby directed to perform the Work described in this change order and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs):

Scope: Provide additional construction services to include installation, relocation and replacement of a faulty Beam Detector that was no longer working and needed to be replaced with a newer model, as explained in the attached Summary of Change Order 3 and attached PCO's 3, 4, and 5.

OTHER AGREED CHANGES TO THE CONTRACT: _____

AGREED ADJUSTMENT TO CONTRACT PRICE IN THIS CHANGE ORDER: \$13,280.37

AGREED ADJUSTMENT TO CONTRACT TIME IN THIS CHANGE ORDER: 270 calendar days

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all specific allowances and any general contingency allowance):	\$796,800.00
Total of Prior Change Orders' Adjustments:	+ \$111,745.91
Total Contract Price Prior to this Change Order:	= \$908,545.91
This Change Order's Adjustment:	+ \$13,280.37
New Contract Price (including all allowances):	= \$921,826.28

Current Change Order's Percentage of Original Contract Price:	1.67%
Total Change Orders' Percentage of Original Contract Price:	15.69%

NOTE: Any unspent allowance amounts (including any general contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

SUMMARY OF ADJUSTMENTS TO CONTRACT TIME FOR COMPLETION:

Original Contract deadline:	December 20, 2019
Time extensions granted in prior change orders:	122 Calendar Days
Time extension granted in this change order:	270 Calendar Days
Adjusted Contract Time:	January 15, 2021

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY, AS EXPLAINED IN THE ATTACHED SUMMARY OF HANGE ORDER 3 AND ATTACHED PCOS 3, 4, AND 5.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon approval by the Owner's governing body.

Approved as to form:


OUSD Facilities Counsel, Lozano Smith

1/27/21

Date



2/24/2021

Shanthi Gonzales
President, Board of Education



2/24/2021

Kyla Johnson Trammell
Secretary, Board of Education

<p>Approved: Architect of Record</p> <p> Signature</p> <p>Date: 12-Jan-2021</p>	<p>Approved and Agreed: General Contractor</p> <p> Signature</p> <p>Date: 1/11/21</p>	<p>Approved and Agreed:</p> <p> Director of Facilities Signature</p> <p>Date: 1/24/2021</p> <p> Deputy Chief</p> <p>Date: 1/24/21</p>
<p>Approved: Electrical or Structural Engineer</p>	<p>Approved: Mechanical Engineer</p>	<p>Approved: Div. of the State Architect</p>

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601 | Phone (510) 535-2728 | Fax (510) 535-7040

SUMMARY OF CHANGE ORDER NO. 3

PROJECT: Fire Alarm **DATE:** 12/23/2020
SCHOOL: Fruitvale School
OWNER: OAKLAND UNIFIED SCHOOL DISTRICT **DSA FILE NO.:** 1-29
CONTRACTOR: Digital Design Communications **DSA APP NO.:** 117173
8135 Capwell Drive **OUSD PROJECT#:** 15125
Oakland, CA 94621 **PROJECT MANAGER:** Nicole Wells

1 PCO #3	ADD ADD/DEDUCT	\$8,600.96
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Description: Re-Locate Beam Detector from Stage to MPR & Install New Beam Detector in the Stage
Reason: During FA testing one existing beam detector was not functioning properly. Contractor and supplier investigated and determined device needed to be replaced. The existing device model has been discontinued and has to be replaced with newer model that requires different wiring configuration.

Requested By: 1 – Unforeseen Conditions
DSA Prelim approval date:

1 PCO #4	ADD ADD/DEDUCT	\$1,199.42
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Description: Upgrade Batteries for Intrusion Alarm Control Panel and Install a Larger Battery Enclosure
Reason: During IA Testing, the intrusion alarm system had been operating on battery power for full 24 hours. Architect reevaluated the battery calculations and determined another battery needed to be added. A larger battery enclosure is also needed.

Requested By: 1 – Unforeseen Conditions
DSA Prelim approval date:

1 PCO #5	ADD ADD/DEDUCT	\$3,479.99
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Description: Add Smoke Detector Outside of the Copy Room
Reason: Per B&G request, add smoke detector outside the copy room and staff toilet on the first floor. Including programming time, test of this device and retest of 10% of the site.

Requested By: 1 – Unforeseen Conditions
DSA Prelim approval date:

CO # 3 (3 PCO's)
Total: \$13,280.37

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601 | Phone (510) 836-2728 | Fax (510) 836-7040

CHANGE ORDER REQUEST No. 3 (or Proposed Change Order)

PROJECT: Fire Alarm
SCHOOL: Fruitvale School
OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: Digital Design Communications
8135 Capwell Drive
Oakland, CA 94621

DATE: 7/22/2020

DSA FILE NO.: 1-29
DSA APP NO.: 117173
OUSD PROJECT#: 15125
PROJECT MANAGER: Nicole Wells

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF AGREED CHANGES IN WORK :

Re-Locate Beam Detector from Stage to MPR & Install New Beam Detector in the Stage.

CODE: 1 – Unforeseen Conditions

REASON :

During FA testing one existing beam detector was not functioning properly. Contractor and supplier investigated and determined device needed to be replaced. The existing device model has been discontinued and has to be replaced with newer model that requires different wiring configuration.

ATTACHMENTS: DDC CO #22, OAC Meeting Minutes #17, Emails – Alert Customer Service; Bad Beam Detector; Replacement Beam...

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 8,600.96

PROPOSED ADJUSTMENT TO CONTRACT TIME: 194 calendar days

The proposed basis of adjustment to the Contract Allowance/Contingency and Contract Time are as follows:

Amount of Change: ☒ ADD ☐ DEDUCT Final Price: \$8,600.96
☒ Lump Sum ☐ Time / Materials Not To Exceed Date: _____

☐ Contractor to proceed with work described herein, cost not to exceed \$ _____; final cost to be determined after review and negotiation.

Time Extension: 0 calendar days

Initiated By:  Architect of Record Date <u>8/19/20</u>	Reviewed By:  Project Manager Date <u>9/30/20</u>	Acknowledged By:  Contractor Date <u>9/17/20</u>
OUSD APPROVAL:  Director of Facilities for Kenya Chatman Date <u>1/28/2021</u>	OUSD Approval:  Deputy Chief Date <u>1/28/2021</u>	

SHEET S1 OF S2

CONTRACTOR: Digital Design Communications

PROJECT NAME: Fruitvale Elementary School Fire and Intrusion Alarm Replacement

PROJECT NUMBER 15125

C.O. / QUOTE NUMBER: C.O. #22 **DATE:** 7/20/2020

PROJECT DESCRIPTION: Re-locate beam detector from stage to MPR and install a new beam detector in the stage.

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	2,383.20	
2. Fifteen percent (15%) of Line 1	\$	357.48	
3. Sum of Lines 1 & 2			\$ 2,740.68
4. TOTAL BURDEN LABOR COSTS			\$ 308.64
5. TOTAL MATERIAL COSTS	\$	27.15	
6. Fifteen percent (15%) of Line 5	\$	4.07	
7. Sum of Lines 5 & 6			\$ 31.22
8. TAX			\$ 2.72
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Fifteen percent (15%) of Line 9	\$	-	
11. Sum of Lines 9 & 10			\$ -
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	5,133.90	
13. Five percent (5%) of line 12	\$	256.70	
14. Sum of Lines 12 & 13			\$ 5,390.60
15. SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 8,473.85
16. COST OF BOND AND INSURANCE			
17. One and a half percent (1.5%) of line 15			\$ 127.11
18. TOTAL CHANGE ORDER			\$ 8,600.96

SHEET S2 OF S2

CONTRACTOR: Digital Design Communications

PROJECT NAME: Fruitvale Elementary School Fire and Intrusion Alarm Replacement

PROJECT NUMBER 15125

C.O. / QUOTE NUMBER: C.O. #22 **DATE:** 7/20/2020

PROJECT DESCRIPTION: Re-locate beam detector from stage to MPR and install a new beam detector in the stage.

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
DIRECT COSTS	Electrical - Journeyman	24.0	\$ 99.30	\$ 2,383.20
TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1)				\$ 2,383.20
BURDEN COSTS	Electrical - Journeyman	24.0	\$ 12.86	\$ 308.64
TOTAL LABOR COSTS (Transfers to Line 4 of Sheet S1)				\$ 308.64

MATERIALS				
DESCRIPTION				COST
Type B 2#14 CM twisted shielded	70	\$	0.388	\$ 27.15
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 5 of Sheet S1				\$ 27.15
SALES TAX ON MATERIAL - Line 8 of Sheet S1				\$ 2.72
TOTAL MATERIAL COSTS				\$ 29.87

EQUIPMENT				
SIZE AND TYPE	I.D. #	WEEK	RATE	TOTAL
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 9 of Sheet S1)				\$ -



Change Order Proposal

Johnson Controls Fire Protection

6952 Preston Ave Ste A
LIVERMORE CA 94551-9545

Tel. No: 925-273-0100

Date: 07/14/2020

Customer: Digital Design Communications
AMALIO CASTRO
8128 Capwell Drive
OAKLAND CA 94621-0000

Project: OUSD Fruitvale FA Upgrd
3200 Boston Ave
OAKLAND CA 94602-0000

Customer Tel. No: 000-000-0000

Customer Fax. No:

Customer PO/Cont No. _____

Johnson Controls Contract No: 608380801

Customer RFP Number _____

Johnson Controls CO No: CO-FA-004

Johnson Controls RFI No: _____

Contract Extension in days: _____

It is hereby agreed the changes and additions in the Scope of Work noted below shall constitute an Extra to the contract in the amount noted on this form.

The sum shall be added to the original value of the above numbered contract and at Extras heretofore approved.

Change Order Description: MP ROOM BEAM REPLC

Scope Of the Work:

Johnson Controls respectfully submits the following outline of estimated materials and labor in regard to the listed project. The material and labor are specific to commissioning the referenced scope of work and is included in sufficient quantity to satisfy local Authority Having Jurisdiction to acceptance.

MATERIAL:

4098-9019 1 FA ADDRESS BEAM DETECTOR SYSTEM
5000-201 1 FA F-5000 Alignment Bracket
23901.01 1 FA PRISM KIT - FIRERAY 2000

LABOR:

1 LOT COMMISSIONING LABOR
1 LOT DESIGN LABOR
1 LOT SUPERVISION

Price of the Work: \$5,133.90

The above price includes all applicable taxes Yes ☒ No

All work performed hereunder shall be in accordance with the terms and conditions of the base contract in

PROJECT NAME Fruitvale FA Upgrd
417-Project # 608380801

MATERIAL LIST

Quantity	Part #	Description	Price	Total Cost	OUUSD Discount
					36%
1	4098-9019	BEAM DETECTOR	\$ 2,101.42	\$ 2,101.42	\$ 1,344.91
1	5000-201	ALIGNMENT BRACKET	\$ 130.00	\$ 130.00	\$ 83.20
1	23901.01	PRISM KIT	\$ 30.00	\$ 30.00	\$ 19.20
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			SUBTOTAL	\$ 2,261.42	\$ 1,447.31

OUTSIDE PURCHASE ITEMS

Quantity	Part #	Description	Price	Total Cost	COST + 15%
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

SUBCONTRACTOR

Description/Scope	Total Cost	COST + 10%
		\$ -
		\$ -
		\$ -

LABOR COST

Hours	Cost	Description
12	\$ 152.00	COMM SYSTEMS INSTALLER
6	\$ 109.00	DESIGNER
4	\$ 152.00	PROJECT COORDINATOR

Total Labor Cost \$ 3,086.00

Material	\$ 1,447.31
Taxes	\$ 133.88
Labor	\$ 3,086.00
Subcontractor	\$ -
SubTotal	\$ 4,667.18
Overhead	\$ 466.72
Total	\$ 5,133.90

Addressable Detection Products

Auto-Aligning Reflective Beam Smoke Detectors with IDNet Communications

Features

Auto-aligning reflective beam smoke detector system with on-board IDNet addressable communications:

- Compatible with Simplex® 4007ES, 4010ES, and 4100ES fire alarm control panels
- Simplex addressable beam smoke detectors add IDNet communications to the proven FireRay 5000 Series beam smoke detection system
- Communicates status information, and receives commands and sensitivity threshold selection from the host fire alarm control panel

Photoelectric transmitter and receiver are combined in a single, compact housing:

- Connect up to two remote detector heads to one ground level controller
- An infrared beam is reflected from a matching prism with the reflected light analyzed by an on-board microprocessor
- Operating range covers 26 ft, 3 inches to 330 ft (8 m to 100 m)
- Modular design with *easyfit* mounting system and LASER assisted prism mounting provides convenient mounting and adjustment
- *Auto-Align* beam alignment operation conveniently rotates beam to align to the prism center during installation
- *AutoOptimize* operation automatically maintains alignment for reliable operation
- Listed to UL 268 and ULC-S529

On-board microprocessor controlled operation includes:

- Ground level system controller with LCD
- Operating voltage range of 14 to 36 VDC
- Easy setup and alignment with built-in electronic UL/ULC obscuration acceptance test selectable from host control panel
- Automatic gain control; contamination compensation, building shift compensation with control and monitoring of alignment motors, and ability to change delay to Fire and delay to Fault timings

Host fire alarm control panel operations include:

- Sensitivity selection from 10% to 60% (35% default)
- Point type selection (fire, latched supervisory, or utility) and set Almost Dirty threshold
- Initiate obscuration test, Reset latched conditions, Enable/Disable, and control of beam head LED

Host fire alarm control panel information received includes:

- Smoke status, controller-to-detector communications status, rapid obscuration status (beam blocked), self-alignment status, almost dirty, excessively dirty, and summary (general) trouble status
- Analog values for signal strength and compensation level (see page 2 for more information)



Addressable Beam Detector Head



Addressable Beam Control Station

Applications:

- Large open areas such as warehouses, hotel atriums, industrial plants, and school gymnasiums
- Public areas where cosmetics are of prime importance and detector heads need to be small and unobtrusive (shopping malls, libraries, theaters, and churches)

Optional Accessories:

- Detector: adjustment bracket, back box, and cover plate
- Controller back box
- Extended prism mounting options

Description

Convenient Installation and Alignment. Simplex addressable beam smoke detection provides the proven FireRay 5000 system features of auto-aligning infrared beam smoke detection combined with IDNet addressable communications. Once the detector head is installed using the *easyfit* mounting system, an integral laser can be activated that is aligned along the optical path of the infrared beam, allowing the reflective prism to be quickly located. The *Auto-Align* beam alignment feature then allows the reflective prism to be located quickly and accurately.

* This product has been approved by the California State Fire Marshal (CSFM) pursuant to Section 13144.1 of the California Health and Safety Code. See CSFM Listing 7260-0026:377 for allowable values and/or conditions concerning material presented in this document. Additional listings may be applicable; contact your local Simplex product supplier for the latest status. Listings and approvals under Simplex Time Recorder Co. are the property of Tyco Fire Protection Products.

Description (Continued)

AutoOptimise Beam Alignment. The *AutoOptimise* beam alignment system automatically steers and maintains the beam in the optimum position for reliable performance. The signal is generated in the transmitter element and reflected by the prism back to the receiver element, then analyzed for the presence of smoke. The beam control station determines an alarm condition when the predetermined level is reached. Alarm threshold levels are set from the host fire alarm control panel. Time to Fire and time to Fault are set at the beam control station.

Mounting Reference. The maximum distance of the Detector and Reflector from the ceiling must be 10% of the distance between floor and ceiling. Lateral detection may be up to 30 ft (9.144 m) on either side of the beam, providing a maximum total coverage area of up to 19,800 square feet (60 ft x 330 ft or 18.29 m x 100 m).

Refer to the Installation Instructions supplied with the product and to NFPA 72, the *National Fire and Signaling Code* for additional installation guidance.

Communications to the host control panel. The host fire alarm control panel receives status and numerical information from the beam controller to allow remote investigation of the beam head(s). The beam controller receives commands and the Smoke and Almost Dirty threshold levels are set from the host control panel.

Numerical information received includes:

Signal Strength in % (to compare to alarm threshold level set by host control panel) and Compensation Level (indication of beam status and dirt accumulation).

Application Note. Reflective beam smoke detectors may not be suitable for areas with highly reflective surfaces. Separate transmitter/receiver models may be required. Refer to NFPA 72 and contact your Simplex product representative for additional applications guidance.

Accessory Reference (not shown to scale)



Beam Detector on
5000-005 Alignment Bracket



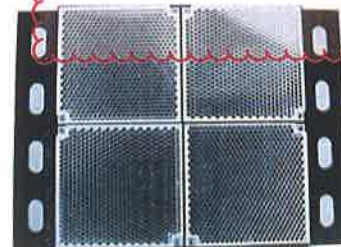
Beam Detector on 5000-011 Uni-Box



23901 Prism Reflector



One Prism on
5000-006 Mounting Bracket



Four Prisms on
5000-006 Mounting Bracket



5000-008 Single Prism Adapter
on a 5000-005 Alignment Bracket



5000-201 Adjustment Bracket



5000-007 Four Prism Adapter
on 5000-005 Alignment Bracket

Product Selection and Ordering Information

Addressable Beam Detector Selection

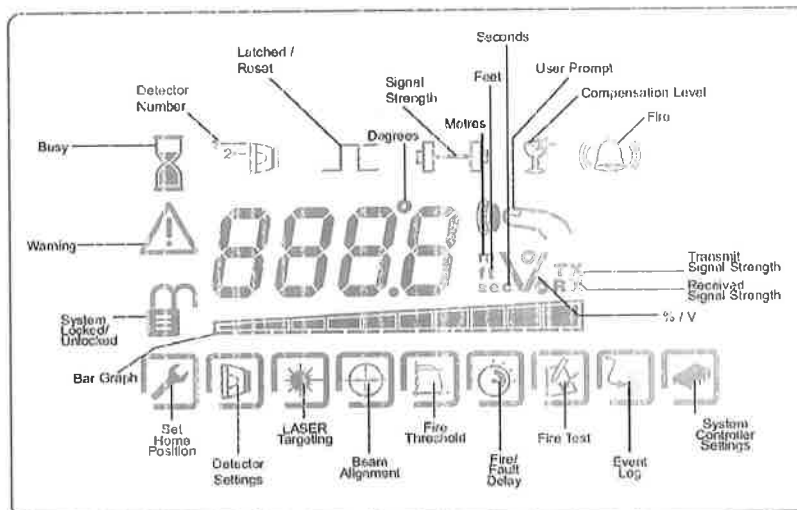
Model	Description	Dimensions
4098-9019	IDNet Communications Addressable Reflective Auto Align Beam Smoke Detector System; Includes: one 4098-9020 controller, one 5000-031 detector head, and one 23901 prism reflector; For control of up to two detector heads	Controller 9 1/4" H x 7 7/8" W x 2 13/16" D (235 mm x 200 mm x 71 mm)
		Head 5 9/32" H x 5 5/16" W x 5 9/32" D (135 mm x 134 mm x 132 mm)
		Prism 4 1/8" x 3 15/16" x 3/8" D (105 mm x 100 mm x 9.5 mm)
4098-9020	IDNet Communications Addressable Reflective Auto Align Beam Smoke Detector Controller only, for upgrade or replacement; select detector head(s) and prism reflector(s) separately as required;	9 1/4" H x 7 7/8" W x 2 13/16" D (235 mm x 200 mm x 71 mm)

Beam Detector Heads, Prisms, and Accessories

Ordering Number*	Description	Dimensions
5000-031	Additional Detector Head and Prism, select up to 1 additional head per 4098-9019 System	5 9/32" H x 5 5/16" W x 5 9/32" D (135 mm x 134 mm x 132 mm)
5000-011	5000 Series Detector Uni-Box back box includes: hinged cover plate, conduit knock-outs on all sides, captive screw lock on cover plate, universal back plate mounting holes, and cover plate mounting holes for optional 1000-018 wire cage; box may be surface or flush mounted	7 1/8" square x 2 1/16" D (181 mm x 52 mm) (including cover plate)
5000-012	Detector Cover Plate for mounting 5000 Series Detector to a double gang electrical box, surface or flush mount	6 7/16" square (164 mm) with 3/16" lip (5 mm)
5000-005	Alignment Bracket for detector or prism, surface mount; pivots for accurate alignment, order detector and prism parts separately	5 1/4" square footprint x 2 13/16" D (134 mm x 71 mm)
5000-201	Alignment Bracket for detector or prism, surface mount; provides 360° rotation plus 130° adjustment for accurate alignment, order detector and prism parts separately	3 27/32" H x 3 29/32" W (98 mm x 99.5 mm)
5000-009	Controller Back Box, surface or flush mount; mounts to single gang, double gang, or 4" square box for surface mounting	8 7/16" H x 7 7/16" W x 1 3/4" D (214 mm x 189 mm x 45 mm)
5000-010	Controller Back Box Semi-Flush Mount Trim Plate (for 5000-009 box)	10 5/16" H x 8 3/4" W (263 mm x 222 mm)
5000-006	Prism Wall Mount Bracket; mounts a single prism, for up to 160 ft (49 m); or four prisms, for 160 ft to 330 ft (49 m to 100 m); prisms are ordered separately	11 3/16" x 8 5/16" x 1/2" D (284 mm x 211 mm x 13 mm)
5000-008	Single Prism Alignment Adapter, mounts on 5000-005 Alignment Bracket; order Prism and Alignment Bracket separately	4" square (102 mm)
5000-007	Four Prism Alignment Adapter, mounts on 5000-005 Alignment Bracket; order Prisms and 5000-005 Alignment Bracket separately	8" square (204 mm)
23901.01	Replacement Prism Reflector	
5000-004	Long Range Prism Kit; provides three, 23901 Prisms for distances between 160 ft and 330 ft (50 m to 100 m)	
5000-014	Ceiling Pendant Mounting Bracket	
1000-018	Protective Wire Cage for 5000 Series Detector Heads	
1000-019	Protective Wire Cage for 5000 Series Controllers	

* Internal Ordering Note: These products can be found in Job Design under Fire Fighting Enterprises, OP category OPFFE.

Controller Display Detail Reference



Specifications

Mechanical and General Reference

Housing	Flame Retardant ABS; IP rating = IP54
Finish	Light Grey/Black
Simplex Addressable Interface and Host Control Panel Programming Instructions	579-1039; (Additional Operating and Installation Instructions are shipped with the product)
Head and accessories reference	Fire Fighting Enterprises (A Halma Group Company); website: www.ffeuk.com/

Electrical

Input Voltage	14 to 36 VDC, supplied from agency listed fire alarm power supply
Input Current	50 mA
Power Wiring to Controller	Terminal block connections; 18 to 14 AWG (0.82 mm ² to 2.08 mm ²)
Wiring, Controller to Head	328 ft (100 m) maximum distance; use twisted wire pair; 18 to 16 AWG (1 mm ² to 1.5 mm ²)
Beam Optical Wavelength	850 nm

Communications Reference	Details	IDNet addressable communications; communications circuit is isolated from input power, and controller-to-head communications	
	Compatibility Reference (review for addition to installed systems)	IDNet Communications Source	Firmware/Revision
		4100ES and 4010ES Control Panels	System Firmware 2.02 or higher
		4100ES System Power Supplies (SPS)	Firmware 3.12.05 or higher
		4010ES Main System Supply (MSS)	Firmware 3.12.05 or higher
		Separate IDNet/IDNet+/IDNet 1+ modules	Firmware 3.12.05 or higher
		IDNet communications PCC Chip 746-146	Revision 2.02.03 or higher
Addressing		4007ES	Compatible beginning with first release
		On-board DIP switch selects a base address to communicate with the local controller and the first beam detector head; <i>for systems with two heads per controller, the next sequential address is automatically assigned</i>	

Operating Specifications

Sensitivity Threshold	Selectable from 10% to 60%; with 35% as default (this is % of beam obscuration drop from 100%); desired value is selected at host fire alarm control panel and communicated via IDNet communications
Operating Distance Range	26 ft, 3 inches to 330 ft (8 m to 100 m)
Beam Status Indicators	Multi-color LED on bottom front of beam detector head: Normal = Green; Alarm = Red; Fault (Trouble) = Yellow; LED flash is every 10 seconds
Service Status Indicators	One LED per detector, located under beam controller cover, indicates status of beam detector channel communications
Point Types	Fire, Latched Supervisory, or Utility, selected at host fire alarm control panel
Trouble Conditions	Communications fault, rapid obscuration fault (blocked beam), excessively dirty, and summary trouble (other general troubles not detailed)
UL Listed Temperature Range	32° F to 100° F (0° C to 38° C)
Operating Temperature Range	-4° F to 131° F (-20° C to 55° C); for indoor use only
Operating Humidity Range	0 to 93% RH, non-condensing

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www.simplex-fire.com

S4098-0049-2 11/2014

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Oakland Unified School District
Fruitvale Fire and Intrusion Alarm Replacement
OUSD Project No. 15125
Wednesday, July 15, 2020 – 2:00 p.m.
Progress Meeting No. 17 Minutes

Attended By (7/15/20):

Nicole Wells (NW, OUSD), David Secoda (DS, Jensen Hughes), Victor Zamora (VZ, DDC), Amalio Castro (AC, DDC)
Gurpreet Singh (GS, JCI), Christina Stone (CS, OUSD),

Project Status/Schedule:

7/15/20: Pre-Test Scheduled 7/17 & 7/21 Final testing scheduled 7/31 & 8/1.

Request for Information (RFI): as of 7/15/20

Number of RFIs open: (0)

RFIs with DSA: 0

Architectural Supplemental Instructions (ASIs)

7/15/20: None at this time.

Inspections:

7/15/20: TO has updated DSA on project status.

Change Orders (PCO, CO):

7/15/20: CO request #3 coming for the new beam detector on the stage. Nicole needs it by Friday to get it processed Monday to catch last board meeting in August.

Printed on 7/15/20

Printed on 7/15/20

Old Business:

12.1	Bosch program for Dennis will be submitted by Friday 5/22 5/27/20: Dennis comments need to be addressed JCI will resubmit revised program. 6/3/20: DDC to resubmit program by end of the week. 6/10/20: Still need revised Bosch program. DDC waiting for revision from Peninsula Security. 7/1/2020: DDC still looking for response on the revised program from B&G. 7/15/2020: B&G Ok with program and needs to do their own programming for the cellular.	OPEN
14.1	DDC would like confirmation as to what version of the standards governs the project.	OPEN
15.1	Need to get elevator contractor onsite asap to work out issues with relays. 7/1/2020: Nicole will schedule with Star Elevator & B&G HVAC. 7/15/2020: Elevator contractor was on site but was not able to help with specific issue. DDC had additional electricians on-site and one elevator is done they are working on the 2 nd .	CLOSED
16.1	Bad beam detector replacement needed from JCI. 7/15/2020: Replacement in hand. Need to submit CO request to NW. DS to send over reference from wiring from Laurel of same model beam detector.	OPEN

New Business:

17.1	Need B&G assistance on the HVAC fan, to test it needs to be on. NW to arrange for B&G to be at test.	OPEN
------	--	------

The next progress meeting is scheduled for Wednesday July 10th 2:00pm.

These notes have been compiled by the OUSD Project Managers, and are intended to accurately summarize discussions that took place at the meeting. Should you find discrepancies or request clarification, please contact Nicole Wells within 48 hours after distribution for modifications to the Meeting Minutes as appropriate.



Christina Stone <christina.stone@ousd.org>

Fwd: FW: [External] Alert: Customer Service Request: Difference between Beam Detectors (Fruitvale)

1 message

Nicole Wells <nicole.wells@ousd.org>
To: Christina Stone <christina.stone@ousd.org>

Tue, Aug 11, 2020 at 3:08 PM

Attach this email to the Change Order.

Nicole Wells

Project Manager
Oakland Unified School District
Facilities, Planning & Management
Direct: 510-535-2726

----- Forwarded message -----

From: **Stacey G. Marchuk** <stacey.marchuk@jci.com>

Date: Fri, Jul 10, 2020 at 3:36 PM

Subject: RE: FW: [External] Alert: Customer Service Request: Difference between Beam Detectors (Fruitvale)

To: Nickolas Kuvetakis <nickolas.kuvetakis@ousd.org>, Enrico Banuelos <enrico.banuelos@ousd.org>

Cc: John Esposito <john.esposito@ousd.org>, Gary L Hale <gary.hale@jci.com>, Secoda, David

<dsecoda@jensenhughes.com>, Nicole Wells <nicole.wells@ousd.org>, Dennis Nichols <dennis.nichols@ousd.org>,

Datra Singleton <datra.singleton@ousd.org>, Ryan Allen Briard <ryan.allen.briard@jci.com>

Here's a suggestion...we move the stage detector to the Multipurpose room so those two match. Then we put the new (Simplex) Beam Detector on the stage. Will that satisfy everyone?

Stacey Marchuk, SET**NICET IV**

Electronic Solutions Sales Consultant

Johnson Controls

Cell: (925) 724-7139

Johnson Controls Fire Protection LP

6952 Preston Avenue

Livermore, CA 94551

USA

<http://www.johnsoncontrols.com>

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From: Nickolas Kuvetakis [mailto:nickolas.kuvetakis@ousd.org]

Sent: Friday, July 10, 2020 12:36 PM

To: Enrico Banuelos <enrico.banuelos@ousd.org>

Cc: John Esposito <john.esposito@ousd.org>; Gary L Hale <gary.hale@jci.com>; Secoda, David <dsecoda@jensenhughes.com>; Stacey G. Marchuk <stacey.marchuk@jci.com>; Nicole Wells <nicole.wells@ousd.org>; Dennis Nichols <dennis.nichols@ousd.org>; Datra Singleton <datra.singleton@ousd.org>; Ryan Allen Briard <ryan.allen.briard@jci.com>

Subject: Re: FW: [External] Alert: Customer Service Request: Difference between Beam Detectors (Fruitvale)

Thank you Rico,

I agree, they absolutely must match.

On Fri, Jul 10, 2020 at 12:27 PM Enrico Banuelos <enrico.banuelos@ousd.org> wrote:

The auditorium two smoke beam detectors must match and only use the current OUSD Fire Alarm Standards that list the type of Simplex smoke beam detectors.

Please process Nicole's request for the change order and price for this.

On Fri, Jul 10, 2020, 11:55 John Esposito <john.esposito@ousd.org> wrote:

We need to hear from Enrico and or Dennis first regarding David's email.

John

John Esposito

Facilities Project Manager

Oakland Unified School District

Every Student Thrives

www.ousd.org

john.esposito@ousd.org

office 510-535-7049

cell 510-277-6530

On Fri, Jul 10, 2020 at 11:20 AM Gary L Hale <gary.hale@jci.com> wrote:

Team,

We will do as directed, is this the final say or does anyone else want to weigh in before we start the wheels in motion?

Respectfully,

Gary Hale, SET

Electronic System Solutions

Johnson Controls



+1 925 273 1233 direct

+1 925 290 5011 cell

gary.hale@jci.com

@johnsoncontrols

www.johnsoncontrols.com

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6952 Preston Avenue

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USA

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From: Secoda, David [<mailto:dsecoda@jensenhughes.com>]

Sent: Friday, July 10, 2020 11:17 AM

To: Stacey G. Marchuk <stacey.marchuk@jci.com>; Nicole Wells <nicole.wells@ousd.org>

Cc: Enrico Banuelos <enrico.banuelos@ousd.org>; Dennis Nichols <dennis.nichols@ousd.org>; Gary L Hale <gary.hale@jci.com>; Datra Singleton <datra.singleton@ousd.org>; John Esposito <john.esposito@ousd.org>; Ryan Allen Briard <ryan.allen.briard@jci.com>; Nickolas Kuvetakis <nickolas.kuvetakis@ousd.org>

Subject: RE: FW: [External] Alert: Customer Service Request: Difference between Beam Detectors (Fruitvale)

Hi All,

The System Sensor OSD-R-SS is not approved by OUSD -- and not recommended.

Jensen Hughes does not recommend replacing three beam detectors because one beam detector has failed.

The System Sensor Beam1224 was approved by OUSD when the design was prepared. The Simplex 4098-9019 is currently approved by OUSD.

Jensen Hughes recommends replacing the one failed System Sensor Beam1224 with one new Simplex 4098-9019 detector.

Thank you,

DAVID SECODA

Senior Consultant

1220 Concord Avenue, Suite 400, Concord, CA 94520

O: +1 925-208-0598 | M: +1 925-348-1031

dsecoda@jensenhughes.com

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jensenhughes.com

How we're serving our clients and partners during the COVID-19 pandemic:

Jensen Hughes continues to operate around the world, while following all local and federal guidance. Please know that we are taking extensive and unprecedented precautions to keep our employees healthy, protected and productive to support you and our ongoing projects.

From: Stacey G. Marchuk <stacey.marchuk@jci.com>

Sent: Friday, July 10, 2020 11:16 AM

To: Nicole Wells <nicole.wells@ousd.org>

Cc: Enrico Banuelos <enrico.banuelos@ousd.org>; Dennis Nichols <dennis.nichols@ousd.org>; Gary L Hale <gary.hale@jci.com>; Datra Singleton <datra.singleton@ousd.org>; John Esposito <john.esposito@ousd.org>;

Ryan Allen Briard <ryan.allen.briard@jci.com>; Secoda, David <dsecoda@jensenhughes.com>; Nickolas

Kuvetakis <nickolas.kuvetakis@ousd.org>

Subject: RE: FW: [External] Alert: Customer Service Request: Difference between Beam Detectors (Fruitvale)

Will do...and there are THREE...not TWO. I forgot about the one on the stage.

Stacey Marchuk, SET

NICET IV

Electronic Solutions Sales Consultant

Johnson Controls

Cell: (925) 724-7139

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From: Nicole Wells [<mailto:nicole.wells@ousd.org>]

Sent: Friday, July 10, 2020 11:02 AM

To: Stacey G. Marchuk <stacey.marchuk@jci.com>

Cc: Enrico Banuelos <enrico.banuelos@ousd.org>; Dennis Nichols <dennis.nichols@ousd.org>; Gary L Hale <gary.hale@jci.com>; Datra Singleton <datra.singleton@ousd.org>; John Esposito <john.esposito@ousd.org>; Ryan Allen Briard <ryan.allen.briard@jci.com>; David Secoda (<dsecoda@jensenhughes.com> <dsecoda@jensenhughes.com>); Nickolas Kuvetakis <nickolas.kuvetakis@ousd.org>

Subject: Re: FW: [External] Alert: Customer Service Request: Difference between Beam Detectors (Fruitvale)

Put together the change order and send it to me. I need this to not affect testing and if not installed by the final test to be a punch list item.

Nicole Wells

Project Manager

Oakland Unified School District
Facilities, Planning & Management
Direct: 510-535-2726

On Fri, Jul 10, 2020 at 10:57 AM Stacey G. Marchuk <stacey.marchuk@jci.com> wrote:

Nicole,

If we need to replace both Beam Detectors at Fruitvale, so that they match and they are the "new" JCI addressable Beam Detector, there will be a change order both from us and from DDC, as this will require a wiring change. Please let us know how you would like us to proceed.

Stacey Marchuk, SET

NICET IV

Electronic Solutions Sales Consultant

Johnson Controls

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From: Enrico Banuelos [mailto:enrico.banuelos@ousd.org]

Sent: Friday, July 10, 2020 10:45 AM

To: Dennis Nichols <dennis.nichols@ousd.org>; Nicole Wells <nicole.wells@ousd.org>

Cc: Gary L Hale <gary.hale@jci.com>; Stacey G. Marchuk <stacey.marchuk@jci.com>; Datra Singleton <datra.singleton@ousd.org>; John Esposito <john.esposito@ousd.org>; Ryan Allen Briard <ryan.allen.briard@jci.com>; David Secoda (<dsecoda@jensenhughes.com>) <dsecoda@jensenhughes.com>; Nickolas Kuvetakis <nickolas.kuvetakis@ousd.org>

Subject: Re: FW: [External] Alert: Customer Service Request: Difference between Beam Detectors (Fruitvale)

We (Alarm Shop) need the smoke beams to be a matching set because when the other smoke beam needs to be replaced. We can not get the parts since it has been discontinued. My first choice would be to use Simplex smoking beam detectors that are listed in our current OUSD Fire Alarm System Standards.

If we need a special tool to adjust the new replacement smoke beams detectors that are being recommended for only one site. This will cause a problem later on when we need to service and test it.

On Fri, Jul 10, 2020, 09:24 Dennis Nichols <dennis.nichols@ousd.org> wrote:

Gary take your meds

:) Have a good weekend everyone

On Fri, Jul 10, 2020 at 8:25 AM Gary L Hale <gary.hale@jci.com> wrote:

Dudes,

Look how beautiful these are, you can't say no..... they look like Eve from Walle!!!



Respectfully,

Gary Hale, SET

Electronic System Solutions

Johnson Controls

cid:image002.jpg@01D590A3.02899E20

+1 925 273 1233 direct

+1 925 290 5011 cell

gary.hale@jci.com

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From: Dennis Nichols [<mailto:dennis.nichols@ousd.org>]

Sent: Friday, July 10, 2020 8:16 AM

To: Stacey G. Marchuk <stacey.marchuk@jci.com>; Enrico Banuelos <enrico.banuelos@ousd.org>

Cc: Datra Singleton <datra.singleton@ousd.org>; John Esposito <john.esposito@ousd.org>; Nicole Wells (Nicole.wells@OUSD.org) <Nicole.wells@ousd.org>; Gary L Hale <gary.hale@jci.com>; Ryan Allen Briard <ryan.allen.briard@jci.com>; David Secoda (dsecoda@jensenhughes.com) <dsecoda@jensenhughes.com>

Subject: Re: FW: [External] Alert: Customer Service Request: Difference between Beam Detectors (Fruitvale)

All

I am forwarding this to Enrico who is making decisions in my absence.

Enrico.....what say you?

On Fri, Jul 10, 2020 at 8:12 AM Stacey G. Marchuk <stacey.marchuk@jci.com> wrote:

Dennis,

We had a Beam1224 Beam Detector fail at Fruitvale. When we ordered the replacement, we got an OSI-R-SS. I reached out to System Sensor to determine the difference between these 2 devices and to see if we could still get the BEAM 1224. Their response is below.

Stacey Marchuk, SET

NICET IV

Electronic Solutions Sales Consultant

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From: SystemSensor.Tech [mailto:SystemSensor.Tech@Honeywell.com]

Sent: Friday, July 10, 2020 5:13 AM

To: Stacey G. Marchuk <stacey.marchuk@jci.com>

Cc: Hurtado, Ileana del Carmen <IleanadelCarmen.Hurtado@Honeywell.com>

Subject: RE: [External] Alert: Customer Service Request: Difference between Beam Detectors

Hi Stacey-

Sorry the BEAM1224 has been discontinued.

The OSI model is also a reflector based beam detector and is easier to setup, has a better imager and is less prone to movement. It auto senses the sensitivity level too, and has an optional laser tool (OSP-002) for aligning over long distances.

For testing be sure to order the test filters OSP-004.

https://www.systemsensor.com/en-us/Documents/OSI-R-SS_QuickStartGuide_I56-6572.pdf

https://www.systemsensor.com/en-us/Documents/OSI-R-SS_Manual_E56-6572.pdf

Regards-

Tom Melillo

Technical Support Associate (System Sensor)

Honeywell | Security and Fire

System Sensor Technical Support 1-800-736-7672

Dennis Nichols
Alarm Technician
Buildings and Grounds
Oakland Unified School District
[955 High Street, Oakland, CA 94601](#)
Office: (510) 535-2736
Email: dennis.nichols@ousd.org

www.ousd.org

www.thrivingstudents.org

Mission Statement:

Our mission is to provide the best service in addressing the various needs of the students, parents and faculty of the Oakland Unified School District. To protect life and property utilizing the most state of the art resources available. To understand and coordinate security concerns and facilitate an accurate response in a timely fashion. To help control costs and coordinate with other departments for the retention of assets.

Dennis Nichols
Alarm Technician
Buildings and Grounds
Oakland Unified School District
[955 High Street, Oakland, CA 94601](#)
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8/11/2020

OUSD Mail - Fwd: FW: [External] Alert: Customer Service Request: Difference between Beam Detectors (Fruitvale)

nickolas.kuvetakis@ousd.org

Manager, B&G



Christina Stone <christina.stone@ousd.org>

Fwd: Bad beam detector at Fruitvale

1 message

Nicole Wells <nicole.wells@ousd.org>
To: Christina Stone <christina.stone@ousd.org>

Tue, Aug 11, 2020 at 3:06 PM

Attach this email to the change order.

Nicole Wells
Project Manager
Oakland Unified School District
Facilities, Planning & Management
Direct: 510-535-2726

----- Forwarded message -----

From: <acastro@ddesigncom.com>
Date: Thu, Jun 25, 2020 at 11:19 AM
Subject: Bad beam detector at Fruitvale
To: Ryan Allen Briard <ryan.allen.briard@jci.com>
Cc: Nicole Wells <nicole.wells@ousd.org>, <douglas.harris@jci.com>, <vicmzamora@ddesigncom.com>, Gary L Hale <gary.hale@jci.com>, Stacey G. Marchuk <stacey.marchuk@jci.com>

Hi Gary,

Please let me know how you can help in replacing a beam detector that went bad at Fruitvale. It was troubleshooted by Doug and our Electrician Marisela and both believed might be a ZAM module which we changed but it didn't change status of the beam detector. Anthony confirmed over the phone that the beam detector went bad, part number is System Sensor #BEAM1224. Please let me know as you know that we have scheduled a pre-test for this Tuesday 6/30.

Thank you,

Amalio Castroacastro@ddesigncom.comwww.ddesigncom.com

Tel. (510) 632-0650

Fax (510) 632-6999

Cell.(510) 773-0683



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Christina Stone <christina.stone@ousd.org>

Fwd: Fruitvale ES, Replacement Beam Smoke Detector

1 message

Nicole Wells <nicole.wells@ousd.org>
To: Christina Stone <christina.stone@ousd.org>

Tue, Aug 11, 2020 at 3:08 PM

Another to attach.

Nicole Wells

Project Manager
Oakland Unified School District
Facilities, Planning & Management
Direct: 510-535-2726

----- Forwarded message -----

From: **Secoda, David** <dsecoda@jensenhughes.com>
Date: Wed, Jul 15, 2020 at 6:13 PM
Subject: Fruitvale ES, Replacement Beam Smoke Detector
To: Nicole Wells (nicole.wells@ousd.org) <nicole.wells@ousd.org>
Cc: Amalio Castro (acastro@ddesigncom.com) <acastro@ddesigncom.com>, Dean Kuersten (dkuersten@ddesigncom.com) <dkuersten@ddesigncom.com>, Gurpreet Singh (gurpreet.3.singh@jci.com) <gurpreet.3.singh@jci.com>, Gary Hale (gary.hale@jci.com) <gary.hale@jci.com>, Stacey Marchuk (stacey.marchuk@JCI.com) <stacey.marchuk@jci.com>, Victor M. Zamora (vicmzamora@ddesigncom.com) <vicmzamora@ddesigncom.com>, Tony Ogbeide (togbeide@aoa-inc.com) <togbeide@aoa-inc.com>

Hi Nicole,

See the attached direction to replace the failed System Sensor Beam1224 beam smoke detector at Fruitvale Elementary School. Please contact me if you have any questions.

Thank you,

DAVID SECODA

Senior Consultant

1220 Concord Avenue, Suite 400, Concord, CA 94520

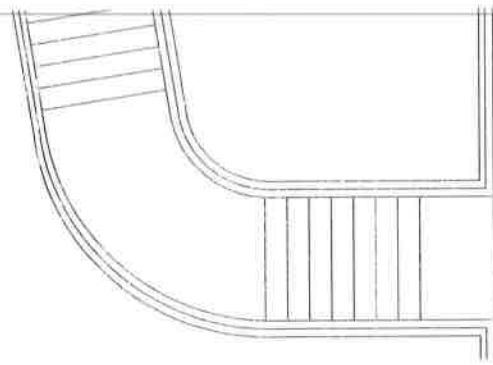
O: +1 925-208-0598 | M: +1 925-348-1031

dsecoda@jensenhughes.com

[Click here to send large files](#)jensenhughes.com*How we're serving our clients and partners during the COVID-19 pandemic:*

Jensen Hughes continues to operate around the world, while following all local and federal guidance. Please know that we are taking extensive and unprecedented precautions to keep our employees healthy, protected and productive to support you and our ongoing projects.

 **Fruitvale Replacement Beam Detector_2020.07.15.pdf**
617K



PRODUCT INFORMATION

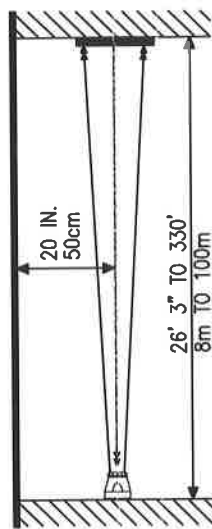
SPECIFICATIONS

- UL LISTED TO STANDARD 268
- AUTO-ALIGNING INFRARED BEAM SMOKE DETECTION
- COMBINED WITH IDNET ADDRESSABLE COMMUNICATIONS.
- OPERATING VOLTAGE: 14 TO 36 VDC
- OPERATING CURRENT: 50mA MAX.
- BEAM OPTICAL WAVELENGTH: 850 nm
- COVERAGE DISTANCE: 26 FT. 3 IN. TO 328 FT. (8m TO 100m)
- COVERAGE WIDTH: UP TO 60 FT. FOR SMOOTH CEILINGS.
- SENSITIVITY: SENSITIVITY SELECTION FROM 10% TO 60% (35% DEFAULT)
- DESIRED VALUE IS SELECTED AT HOST FIRE ALARM CONTROL PANEL AND COMMUNICATED VIA IDNET SLC COMMUNICATIONS
- UL LISTED TEMPERATURE RANGE: 32° F TO 100° F (0° C TO 38° C)
- OPERATING TEMPERATURE RANGE: -22° F TO 131° F (-30° C TO 55° C); (FOR INDOOR USE ONLY)
- COMPATIBILITY: 4100ES AND 4010ES SYSTEMS WITH IDNET+ MODULES, AND WITH OTHER IDNET SLC MODULES WITH PCC (742-146) FIRMWARE AT REVISION 2.02.03 OR HIGHER; 4100ES WITH SPS REQUIRES FIRMWARE AT 3.12. OR HIGHER.
- CONTROLLER TO HEAD WIRING: 328 FT (100 M) MAXIMUM DISTANCE; USE TWISTED WIRE PAIR; 18 TO 16 AWG

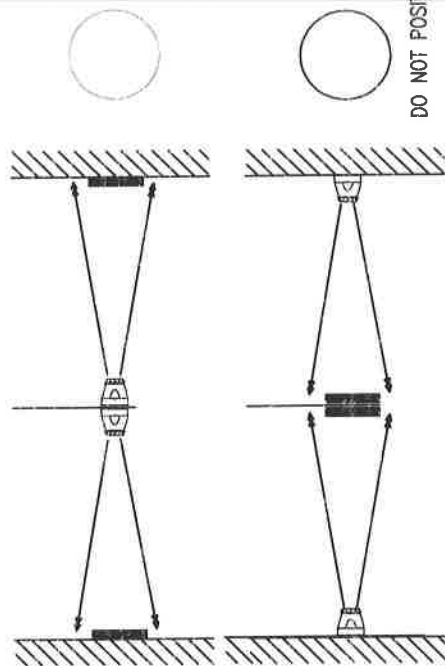
LOCATION

THE FOLLOWING GENERAL INFORMATION PROVIDES ASSISTANCE FOR LOCATING PROJECTED BEAM SMOKE DETECTORS. REFER TO THE INSTALLATION INSTRUCTIONS (SHIPPED WITH DETECTORS), THE NATIONAL FIRE ALARM CODE (NFPA 72), AND ALL APPLICABLE LOCAL CODES FOR ADDITIONAL INFORMATION.

1. SMOOTH, FLAT CEILINGS.
 - MOUNT THE UNITS WITH BEAM PATHS BETWEEN 19" AND 24" FROM THE CEILING
2. SLOPED OR PEAKED CEILING.
 - THE BEAM PATH SHOULD BE WITHIN THREE FEET OF THE PEAK OF THE CEILING.
3. AIR STRATIFICATION
 - AIR STRATIFICATION MAY HINDER SMOKE FROM REACHING BEAM DETECTORS, ESPECIALLY THOSE MOUNTED CLOSE TO THE CEILING. IF THIS IS A POSSIBILITY, EXTRA BEAM DETECTORS SHOULD BE INSTALLED TO PROVIDE PROPER COVERAGE. (SMOKE RISES BECAUSE IT IS WARMER THAN THE SURROUNDING AIR. STRATIFICATION OCCURS WHEN THE SMOKE REACHES A HEIGHT WHERE IT IS THE SAME TEMPERATURE AS THE SURROUNDING AIR, THUS BLOCKING THE SMOKE FROM RISING TO THE CEILING.)
4. SUNLIGHT AND ARTIFICIAL SOURCES.
 - MOUNT THE DETECTOR SUCH THAT EXTERNAL LIGHT SOURCES DO NOT INTERFERE WITH RECEPTION OF THE DETECTOR'S BEAM. ENSURE THAT EXTREMELY BRIGHT LIGHT SOURCES SUCH AS SUNLIGHT AND THE EXPOSED BULBS OF HIGH PRESSURE SODIUM, MERCURY VAPOR, AND METAL HALIDE LIGHTS ARE NOT POINTED DIRECTLY AT THE DETECTOR. INCANDESCENT AND FLUORESCENT LIGHTING THAT IS NOT DIRECTLY IN THE BEAM PATH IS TYPICALLY IGNORED.
5. BEAM PATH INTEGRITY
 - INSTALL THE DETECTOR AND PRISM REFLECTOR WITH A CLEAR LINE-OF-SIGHT PATH FREE OF MOVING OBJECTS. THE BEAM SHOULD NOT PASS CLOSE TO HEATING. VENTILATION. OR



MOUNT ON SOLID SURFACES (STRUCTURAL WALL OR GIRDER)
ENSURE CLEAR LINE OF SIGHT FROM DETECTOR TO REFLECTOR



164 FT. TO 330 FT.
50m TO 100m - USE 4 REFLECTORS

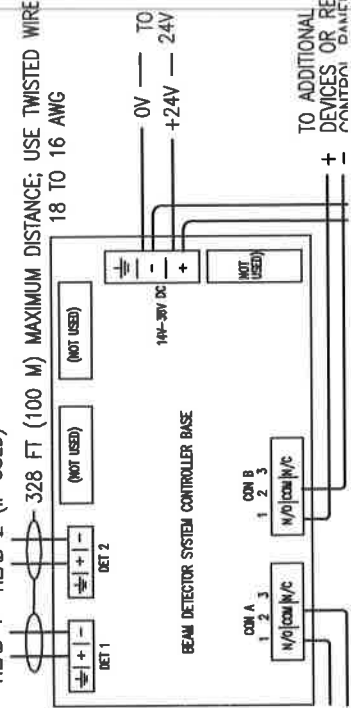


59 FT. TO 164 FT.
18m TO 50m - USE 1 REFLECTOR

26.25 FT. TO 59 FT.
8m TO 18m - 1 REFLECTOR WITH SHORT RA

REQUIRED REFLECTIVE PRISM

WIRING TO WIRING TO
HEAD 1 HEAD 2 (IF USED)



FROM PREVIOUS IDNET SLC
DEVICE OR FIRE
CONTROL PANEL

TO ADDITIONAL
DEVICES OR RE
CONTROL PANEL

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601 | Phone (510) 535-2728 | Fax (510) 535-7040

CHANGE ORDER REQUEST No. 4 (or Proposed Change Order)

PROJECT: Fire Alarm
SCHOOL: Fruitvale School
OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: Digital Design Communications
8135 Capwell Drive
Oakland, CA 94621

DATE: 9/3/2020
DSA FILE NO.: 1-29
DSA APP NO.: 117173
OUSD PROJECT#: 15125
PROJECT MANAGER: Nicole Wells

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF AGREED CHANGES IN WORK :

Upgrade Batteries for Intrusion Alarm Control Panel and Install a Larger Battery Enclosure

CODE: 1 – Unforeseen Conditions

REASON :

During IA Testing, the intrusion alarm system had been operating on battery power for full 24 hours. Architect reevaluated the battery calculations and determined another battery needed to be added. A larger battery enclosure is also needed.

ATTACHMENTS: DDC CO #23, IA System Final Acceptance Test Letter, Weekly Meeting Minutes #18

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 1,199.42

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

The proposed basis of adjustment to the Contract Allowance/Contingency and Contract Time are as follows:

Amount of Change: ☒ ADD ☐ DEDUCT Final Price: \$1,199.42
☒ Lump Sum ☐ Time / Materials Not To Exceed Date: _____
☐ Contractor to proceed with work described herein, cost not to exceed \$ _____; final cost to be determined after review and negotiation.

Time Extension: 0 calendar days

Initiated By:


Architect of Record Date
30-SEP-2020

Reviewed By:


Project Manager Date
12/19/20

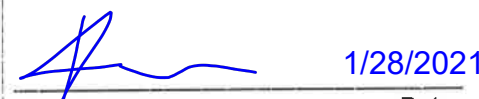
Acknowledged By:


Contractor Date
9/30/20

OUSD APPROVAL:


Director of Facilities Date
1/28/2021
for Kenya Chatman

OUSD Approval:


Deputy Chief Date
1/28/2021

SHEET S1 OF S2

CONTRACTOR: Digital Design Communications

PROJECT NAME: Fruitvale Elementary School Fire and Intrusion Alarm Replacement

PROJECT NUMBER 15125

C.O. / QUOTE NUMBER: C.O. #23 **DATE:** 9/3/2020

PROJECT DESCRIPTION: Upgrade batteries for Altronix power supply and add an enclosure

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	794.40	
2. Fifteen percent (15%) of Line 1	\$	119.16	
3. Sum of Lines 1 & 2		\$	913.56
4. TOTAL BURDEN LABOR COSTS		\$	102.88
5. TOTAL MATERIAL COSTS	\$	132.20	
6. Fifteen percent (15%) of Line 5	\$	19.83	
7. Sum of Lines 5 & 6		\$	152.03
8. TAX		\$	13.22
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Fifteen percent (15%) of Line 9	\$	-	
11. Sum of Lines 9 & 10		\$	-
12. TOTAL OF LOWER TIER SUBCONTRACTED COST			
13. Five percent (5%) of line 12	\$	-	
14. Sum of Lines 12 & 13		\$	-
15. SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 1,181.69
16. COST OF BOND AND INSURANCE			
17. One and a half percent (1.5%) of line 15			\$ 17.73
18. TOTAL CHANGE ORDER			\$ 1,199.42

SHEET S2 OF S2

CONTRACTOR: Digital Design Communications

PROJECT NAME: Fruitvale Elementary School Fire and Intrusion Alarm Replacement

PROJECT NUMBER: 15125

C.O. / QUOTE NUMBER: C.O. #23 **DATE:** 9/3/2020

PROJECT DESCRIPTION: Upgrade batteries for Altronix power supply and add an enclosure

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
DIRECT COSTS	Electrical - Journeyman	8.0	\$ 99.30	\$ 794.40
TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1)				\$ 794.40
BURDEN COSTS	Electrical - Journeyman	8.0	\$ 12.86	\$ 102.88
TOTAL LABOR COSTS (Transfers to Line 4 of Sheet S1)				\$ 102.88

MATERIALS				COST
DESCRIPTION				
Bosch D8103 enclosure with D101 keylock	1	\$ 38.30	\$	38.30
Yuasa NPG18-12 12V 18Ah battery	2	\$ 42.34	\$	84.68
Bosch D122 dual battery	1	\$ 9.22	\$	9.22
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 5 of Sheet S1				\$ 132.20
SALES TAX ON MATERIAL - Line 8 of Sheet S1				\$ 13.22
TOTAL MATERIAL COSTS				\$ 145.42

EQUIPMENT				
SIZE AND TYPE	I.D. #	WEEK	RATE	TOTAL
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 9 of Sheet S1)				\$ -

September 1, 2020

Ms. Nicole Wells
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

nicole.wells@ousd.org

RE: Fruitvale Elementary School – Oakland, CA
3200 Boston Avenue
Intrusion Alarm System Final Acceptance Test

Dear Ms. Wells:

A test of the new intrusion alarm system at the Fruitvale Elementary School was conducted on August 26, 2020. Testing of the intrusion alarm system was conducted by personnel from Digital Design Communications, Inc. (DDC) and Peninsula Security Service (PSS).

The intrusion alarm system test was witnessed by Tony Ogbeide, the Division of the State Architect (DSA) Inspector of Record (IOR), Enrico Banuelos of the Oakland Unified School District (OUSD) Alarm Shop, and David Secoda of Jensen Hughes.

Based on Jensen Hughes' observation of the test, we have the following comments:

1. Upon arrival, the intrusion alarm system had been operating on battery power for 24 hours. The battery installed in the intrusion alarm power supply failed to operate for the full 24 hours.
 - A. The installed batteries for the intrusion alarm control panel (IACP) and the intrusion alarm power supply are reversed.
 - B. A larger battery enclosure is needed for the IACP batteries.
2. The system was armed from the keypad in the custodial office and intrusion alarm sounders were operated for 5 minutes. All intrusion alarm sounders operated properly.
3. The system was armed from the keypad in Portable Classroom L. The motion detector and sounder in portable classroom L operated properly.
4. The wiring in the new intrusion alarm panel, power supply, and a sampling of motion detectors and popit modules were inspected by the OUSD Alarm Shop.
 - A. Some wiring within the IACP is not the correct color code. Some black wires will be changed to red as directed by the OUSD Alarm Shop.
 - B. The common negative wire between the IACP and the power supply is not installed.

- C. The microwave sensitivity and range settings on motion detectors was incorrect on several motion detectors. These setting should be confirmed for all motion detectors.
- 5. All deficiencies identified during the intrusion alarm pretest (reported in Jensen Hughes' correspondence, dated August 6, 2020) were confirmed to be corrected and were tested. The devices re-tested operated properly and the intrusion alarm system performed as required.
- 6. New intrusion alarm devices throughout the campus were inspected and tested. Except as noted, all devices operated properly, and the system performed as required.
 - A. Motion detectors in Classrooms 10 and 12, Portable Classroom B, Portable Classroom N, and Portable Classroom K require adjustment to cover the respective rooms.
 - B. The vandal guard is not installed on motion detector 196 near the Boys' Restroom.
- 7. The receipt of off-site signals to Bay Alarm, the District's monitoring vendor, was confirmed by telephone.
 - A. Bay Alarm reported that the account setup was incomplete.

The deficiencies listed should be corrected.

Sincerely,

Jensen Hughes



David M. Secoda
Senior Consultant
dsecoda@jensenhughes.com
+1 925-208-0598

cc: John Esposito, OUSD, john.esposito@ousd.org
Marc White, OUSD, marc.white@ousd.org
Dennis Nichols, OUSD, dennis.nichols@ousd.org
Enrico Banuelos, OUSD, enrico.banuelos@ousd.org
Tony Ogbeide, IOR, togbeide@aoa-inc.com

DMS/rs
\\EgnyteDrive\JH\Shared\Legacy\US\WNC\Proj\D.Secoda\1MED16063_OUSD Fruitvale ES, Oakland - FA+IA Design\Work
Product\Testing\Fruitvale ES_IA System Final Acceptance Test_20200901.docx

Oakland Unified School District
Fruitvale Fire and Intrusion Alarm Replacement
OUSD Project No. 15125
Wednesday, August 12, 2020 – 2:00 p.m.
Progress Meeting No. 18 Minutes

Attended By (8/12/20):

Nicole Wells (NW, OUSD), David Secoda (DS, Jensen Hughes), Victor Zamora (VZ, DDC), Amalio Castro (AC, DDC)
Gurpreet Singh (GS, JCI), Christina Stone (CS, OUSD),

Project Status/Schedule:

8/12/20: Pretests for FA & IA Done. Will need to reschedule IA test because of troubles on the panel. Still need new beam detector & strobe. Replacing battery next week.

Request for Information (RFI): as of 8/12/20

Number of RFIs open: (0)

RFIs with DSA: 0

Architectural Supplemental Instructions (ASIs)

8/12/20: None at this time.

Inspections:

8/12/20: No update.

Change Orders (PCO, CO):

8/12/20: CS is processing CO #3 for beam detector, look out for emails for signatures. May be CO #4 for new size battery.

Punch List

As-Built Drawings

Old Business:

12.1	Bosch program for Dennis will be submitted by Friday 5/22 5/27/20: Dennis comments need to be addressed JCI will resubmit revised program. 6/3/20: DDC to resubmit program by end of the week. 6/10/20: Still need revised Bosch program. DDC waiting for revision from Peninsula Security. 7/1/2020: DDC still looking for response on the revised program from B&G. 7/15/2020: B&G Ok with program and needs to do their own programming for the cellular. 8/12/2020: Cellular still issue. Need Peninsula security to release the card.	OPEN
14.1	DDC would like confirmation as to what version of the standards governs the project.	OPEN
16.1	Bad beam detector replacement needed from JCI. 7/15/2020: Replacement in hand. Need to submit CO request to NW. DS to send over reference from wiring from Laurel of same model beam detector. 8/12/2020: CO being processed. Devices still not received by DDC from JCI.	OPEN
17.1	Need B&G assistance on the HVAC fan, to test it needs to be on. NW to arrange for B&G to be at test. 7/15/20: B&G was able to turn on and it was tested.	OPEN

New Business:

18.1	Need an alarm code for CDC portable. For final FA test. NW will get from B&G alarm.	OPEN
------	---	------

The next progress meeting is scheduled for Wednesday August 19th 2:00pm.

These notes have been compiled by the OUSD Project Managers, and are intended to accurately summarize discussions that took place at the meeting. Should you find discrepancies or request clarification, please contact Nicole Wells within 48 hours after distribution for modifications to the Meeting Minutes as appropriate.

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601 | Phone (510) 535-2728 | Fax (510) 535-7040

CHANGE ORDER REQUEST No. 5 (or Proposed Change Order)

PROJECT: Fire Alarm
SCHOOL: Fruitvale School
OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: Digital Design Communications
8135 Capwell Drive
Oakland, CA 94621

DATE: 10/15/2020

DSA FILE NO.: 1-29
DSA APP NO.: 117173
OUSD PROJECT#: 15125
PROJECT MANAGER: Nicole Wells

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF AGREED CHANGES IN WORK :

Add Smoke Detector Outside the Copy Room

CODE: 1 – Unforeseen Conditions

REASON :

Per B&G request, add smoke detector outside the copy room and staff toilet on the first floor. Including programming time, test of this device and retest of 10% of the site.

ATTACHMENTS: DDC CO #24, OUSD Estimate, Jensen Hughes FA System Final Acceptance Test Report, Email – DDC CO #24...

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ 3,479.99

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

The proposed basis of adjustment to the Contract Allowance/Contingency and Contract Time are as follows:

Amount of Change: ☒ ADD ☐ DEDUCT Final Price: \$3,479.99
☒ Lump Sum ☐ Time / Materials Not To Exceed Date: _____
☐ Contractor to proceed with work described herein, cost not to exceed \$ _____; final cost to be determined after review and negotiation.
Time Extension: 0 calendar days

Initiated By:  Architect of Record Date <u>12-Jan-2021</u>	Reviewed By:  Project Manager Date <u>1/14/21</u>	Acknowledged By:  Contractor Date <u>1/11/21</u>
OUSD APPROVAL:  Director of Facilities for Kenya Chatman Date <u>1/28/2021</u>	OUSD Approval:  Deputy Chief Date <u>1/28/2021</u>	

SHEET S1 OF S2

CONTRACTOR: Digital Design Communications

PROJECT NAME: Fruitvale Elementary School Fire and Intrusion Alarm Replacement

PROJECT NUMBER 15125

C.O. / QUOTE NUMBER: C.O. #24 **DATE:** 10/13/2020

PROJECT DESCRIPTION: Per B&G request, add smoke detector outside the copy room and staff toilet in the first floor.

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	794.40	
2. Fifteen percent (15%) of Line 1	\$	119.16	
3. Sum of Lines 1 & 2		\$	913.56
4. TOTAL BURDEN LABOR COSTS		\$	102.88
5. TOTAL MATERIAL COSTS	\$	18.39	
6. Fifteen percent (15%) of Line 5	\$	2.76	
7. Sum of Lines 5 & 6		\$	21.15
8. TAX		\$	1.84
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Fifteen percent (15%) of Line 9	\$	-	
11. Sum of Lines 9 & 10		\$	-
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	2,275.36	
13. Five percent (5%) of line 12	\$	113.77	
14. Sum of Lines 12 & 13		\$	2,389.13
15. SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 3,428.56
16. COST OF BOND AND INSURANCE			
17. One and a half percent (1.5%) of line 15			\$ 51.43
18. TOTAL CHANGE ORDER			\$ 3,479.99

SHEET S2 OF S2

CONTRACTOR: Digital Design Communications

PROJECT NAME: Fruitvale Elementary School Fire and Intrusion Alarm Replacement

PROJECT NUMBER 15125

C.O. / QUOTE NUMBER: C.O. #24 **DATE:** 10/13/2020

PROJECT DESCRIPTION: Per B&G request, add smoke detector outside the copy room and staff toilet in the first floor.

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
DIRECT COSTS	Electrical - Journeyman	8.0	\$ 99.30	\$ 794.40
TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1)				\$ 794.40
BURDEN COSTS	Electrical - Journeyman	8.0	\$ 12.86	\$ 102.88
TOTAL LABOR COSTS (Transfers to Line 4 of Sheet S1)				\$ 102.88

MATERIALS				COST
DESCRIPTION				
3/4" flex connector	2	\$	3.96	\$ 7.92
4sq deep box	1	\$	10.15	\$ 10.15
Type M 2#18 FPL twisted	2	\$	0.160	\$ 0.32
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 5 of Sheet S1				\$ 18.39
SALES TAX ON MATERIAL - Line 8 of Sheet S1				\$ 1.84
TOTAL MATERIAL COSTS				\$ 20.23

EQUIPMENT				
SIZE AND TYPE	I.D. #	WEEK	RATE	TOTAL
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 9 of Sheet S1)				\$ -



Change Order Proposal

Johnson Controls Fire Protection
6952 Preston Ave Ste A

Tel. No: 925-273-0100

Date: 07/14/2020

Customer: Digital Design Communications
Customer Tel. No: 000-000-0000
Customer Fax. No:

Project: OUSD Fruitvale FA Upgrd

Customer PO/Cont No. _____
Customer RFP Number _____

Johnson Controls Contract No: 608380801

Johnson Controls CO No: CO-FA-005

Johnson Controls RFI No: _____

Contract Extension in days: _____

It is hereby agreed the changes and additions in the Scope of Work noted below shall constitute an Extra to the contract in the amount noted on this form.

The sum shall be added to the original value of the above numbered contract and at Extras heretofore approved.

Change Order Description: addl smoke toilet Foyer

Scope Of the Work:

Johnson Controls respectfully submits the following outline of estimated materials and labor in regard to the listed project. The material and labor are specific to commissioning the referenced scope of work and is included in sufficient quantity to satisfy local Authority Having Jurisdiction to acceptance.

MATERIAL:

4098-9714 1 FA PHOTO SENSOR

4098-9792 1 FA SENSOR BASE00

LABOR:

1 LOT COMMISSIONING LABOR

1 LOT DESIGN LABOR

1 LOT SUPERVISION

Price of the Work: \$2,275.36

The above price includes all applicable taxes ☒ Yes ☐ No

All work performed hereunder shall be in accordance with the terms and conditions of the base contract in effect as to the day of this proposal.

Customer Signature	
Signature	_____
Name:	_____
Title:	_____

Johnson Controls Signature	
Signature	_____
Name:	Gary Hale
Title:	Sr. Project Manager

PROJECT NAME Fruitvale FA Upgrd
417-Project # 608380801

MATERIAL LIST

Quantity	Part #	Description	Price	Total Cost	OUSD Discount
					36%
1	4098-9792	SENSOR BASE	\$ 206.80	\$ 206.80	\$ 132.35
1	4098-9714	PHOTO SENSOR	\$ 265.90	\$ 265.90	\$ 170.18
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			SUBTOTAL	\$ 472.70	\$ 302.53

OUTSIDE PURCHASE ITEMS

Quantity	Part #	Description	Price	Total Cost	COST + 15%
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
					\$ -

SUBCONTRACTOR

Description/Scope	Total Cost	COST + 10%
		\$ -
		\$ -
		\$ -

LABOR COST

Hours	Cost	Description
8	\$ 152.00	COMM SYSTEMS INSTALLER
2	\$ 109.00	DESIGNER
2	\$ 152.00	PROJECT COORDINATOR

Total Labor Cost \$ 1,738.00

Material	\$ 302.53
Taxes	\$ 27.98
Labor	\$ 1,738.00
Subcontractor	\$ -
SubTotal	\$ 2,068.51

Overhead \$ 206.85

Total \$ 2,275.36



Christina Stone <christina.stone@ousd.org>

15125 Fruitvale PCOs

acastro@ddesigncom.com <acastro@ddesigncom.com>

Thu, Jan 7, 2021 at 8:05 AM

To: Christina Stone <christina.stone@ousd.org>

Cc: Nicole Wells <nicole.wells@ousd.org>, Victor Zamora <vicmzamora@ddesigncom.com>

Christina,

In regards of the review made by the B&G Estimator to the PCO #05, Gary with JCI said that "The Project Coordinator is not included in OH&P, their hours are billable to the project".

Thank you,

[Quoted text hidden]

OAKLAND UNIFIED SCHOOL DISTRICT
FRUITVALE ES FIRE & INTRUSION ALARM REPLACEMENT

PROJ # 15125

PCO#05 Per B&G Request, Add Smoke Detector Outside the Copy Room & Staff Toilet in the First Floor

To: N. WELLS/PM

From: Emil Vinuya/Chief Cost Estimator

Date: 15-Dec-20

General Comments:

1 GENERAL CONTRACTOR: DIGITAL DESIGN CONSTRUCTION

Cost proposal provided by GC appear reasonable to include re-testing & re-programing including other units.

2 SUBCONTRACTOR: JOHNSON CONTROLS INC.

Project Coordinator is included under 10% OHP and should not be billed separately.

3 GENERAL CONTRACTOR's COST PROPOSALS	\$ 3,479.99
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ESTIMATED CONSTRUCTION COST FOR PCO#05R1	\$ 3,139.39
--	-------------

COST ESTIMATE SUMMARY

MADISON KITCHEN

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
FRUITVALE ES FIRE & INTRUSION ALARM REPLACEMENT
Oakland, CA

Project Number: 15125
 Date: 15-Dec-20

Decription : **PCO#05**
Per B&G Request, Add Smoke Detector Outside the Copy Room & Staff Toilet in the First Floor
Install Wiring

Reference Drawing: Cost Proposal dated 10/13/2020
 GEN. CONTRACTOR: DIGITAL DESIGN COMMUNICATIONS

Total Base+Fringes+ Labor Burden			B) Total Material Costs	C) Total Rental Equipment Cost	Total Labor Burden	TOTAL
1	SHEET 1 of 2	Summary				
2	SHEET 2 of 2					
3	\$ -	\$ 897.28	\$ 18.39	\$ -	\$ -	\$ 915.67
4						
5						
6						
7	\$ -	\$ 897.28	+ \$ 18.39	+ \$ -	+ \$ -	= \$ 915.67
8						
9						
10		Expenses:				
11		Material Sales Tax.....		9.25%	of Total Material: \$	1.70
12		Rental Sales Tax.....		9.25%	of Total Rental: \$	-
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
Subtotal - Line 7 thru 12: \$						917.37
SubContractor OH&P: 15.00% Base Labor						\$ -
SubContractor OH&P: 15.00% Fringes						\$ 134.59
SubContractor OH&P: 15.00% Material						\$ 3.01
SubContractor OH&P: 15.00% Equipt. Rental						\$ -
SubContractor OH&P: 15.00% Labor Burden						\$ -
Subtotal - Line 13 thru 19: \$						1,054.98
Subcontractor's Cost - Johnson Control Inc. \$						1,940.97
Subcontractor's Cost Total \$						1,940.97
Gen Contractor OH&P: 5.00% Sub Cost						\$ 97.05
Subtotal \$						3,092.99
Misc Expenses: Travel, Lodging, Food, Rental, etc..... \$						-
Gen Contractor Bond & ins.: 1.50% Sub Cost						\$ 46.39
TOTAL PROBABLE CONSTRUCTION COST - DDC \$						3,139.39

Detailed Estimate

FRUITVALE ES FIRE & INTRUSION ALARM REPLACEMENT											
										Date: 12/15/2020	
No.	PCO#05				LABOR COST			MATERIAL COST		EQUIPMENT COST	
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR:		DIGITAL DESIGN COMMUNICATIONS									
Project Description:		Per B&G Request, Add Smoke Detector Outside the Copy Room & Staff Toilet in the First Floor									
1	Breakdown:										
2	Materials:										
3	3/4" Flex Connector	2	EA	0.100	0.20			\$ 3.96	7.92		
4	4" Sq Deep Box	1	EA	0.600	0.60			\$ 10.15	10.15		
5	Type M 2#18 FPL	2	LF	0.100	0.20			\$ 0.16	0.32		
6	Re-testing & programming	1	LS	6.000	6.00						
7											
8											
9											
10	LABOR:										
11	TOTAL COMPOSITE RATES:										
12	Electrician/JM	1.00	EA	8.00	8.00	112.16	\$ 897.28				
13											
14											
15											
16											
17	EQUIPMENT:										
18	Not Used	0.00	Days	0.00						\$ -	\$ -
19											
20											
21											
22											
23	SHEET TOTALS				8.00	\$ 112.16	\$ 897.3		\$ 18.39		\$ -

Project Number: 15125
Date: 5-Jul-19

Reference Drawing: Cost Proposal dated 05/02/2019
SUBCONTRACTOR: JOHNSON CONTROLS INC.

Detailed Estimate

FRUITVALE ES FIRE & INTRUSION ALARM REPLACEMENT											
										Date: #REF!	
No.	RFI#1				LABOR COST			MATERIAL COST		EQUIPMENT COST	
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR:		JOHNSON CONTROLS INC.									
Project Description:		Per B&G Request, Add Smoke Detector Outside the Copy Room & Staff Toilet in the First Floor Install Smoke Detector & Support Testing Devices in the Field									
1	Breakdown:										
2	Materials:										
3	FA Photo Sensor	1	EA	0.650	0.65			\$ 132.35	\$ 132.35		
4	FA Sensor Base	1	EA	0.650	0.65			\$ 170.18	\$ 170.18		
5	Testing & Programing	1	LS	2.500	2.50			\$ -	\$ -		
6					3.80						
7				Use	4.00						
8	LABOR:										
9	TOTAL COMPOSITE RATES:										
10	Communication System										
11	Technician incl. Re-Programming	1.00	EA	8.00	8.00	152.00	\$ 1,216.00				
12	Designer	1.00	EA	2.00	2.00	109.00	\$ 218.00				
13	Project Coordinator	1.00	EA	2.00	-	152.00	\$ -	OH&P			
14											
15											
16											
17											
18											
19	EQUIPMENT:										
20	Not Used	0.00	Days	0.00						\$ -	\$ -
21											
22											
23											
24											
25	SHEET TOTALS				6.00	\$ 239.00	\$ 1,434.00		\$ 302.53		\$ -

September 15, 2020

Nicole Wells
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

nicole.wells@ousd.org

RE: Fruitvale Elementary School – Oakland, CA
3200 Boston Avenue
Fire Alarm System Final Acceptance Test, and Intrusion Alarm System Re-Test

Dear Ms. Wells:

The final acceptance test of the new fire alarm system at the Fruitvale Elementary School was conducted on September 8 and 9, 2020. A re-test of the new intrusion alarm system was conducted on September 10, 2020.

Testing of the fire alarm system was conducted by personnel from Digital Design Communications, Inc. (DDC) and Johnson Controls Inc. (JCI). Intrusion alarm testing was conducted by personnel from DDC.

All testing was witnessed by Tony Ogbeide, the Division of the State Architect (DSA) Inspector of Record (IOR), Enrico Banuelos of the Oakland Unified School District (OUSD) Alarm Shop, and David Secoda of Jensen Hughes.

Based on Jensen Hughes' observation of the test, we have the following comments:

Fire Alarm

1. Upon arrival on September 8, 2020, the fire alarm system had been operating on battery power for 24 hours. An alarm was initiated and speakers and strobes throughout the campus were inspected while operating. All appliances inspected operated properly on battery power for the required 15 minutes.
2. Except as noted, all deficiencies identified during the fire alarm pretest (reported in Jensen Hughes' correspondence, dated July 20, 2020) were confirmed to be corrected and were tested. The devices re-tested operated properly and the fire alarm system performed as required.
 - A. Fan shut-off was not tested. The fans were not running and OUSD B&G was not present to start the fans.

3. New fire alarm devices located throughout the Main Building and Portable Classrooms were inspected and tested. Except as noted, all devices tested operated properly, and the system performed as required.
 - A. The cover on the speaker/strobe in Portable Classroom D does not fit properly. The installation should be corrected.
 - B. A room not shown correctly on the plans (corridor in Room 7) is without proper smoke detection. Jensen Hughes will develop direction to the contractor to add one new smoke detector.
4. Elevator safety functions were tested. Designated level recall and alternate level recall functions operated properly, and the fire alarm system performed as required.
5. Wiring within the new fire alarm panel was inspected by the OUSD Alarm Shop. No exceptions were noted.
6. Fire alarm wiring was inspected and tested for fault conditions.
 - A. T-tap wire connections were found at the following locations:
 - a. Smoke detector M2-156 in Portable Classroom L.
 - b. Smoke detector M1-109 in the first floor corridor near the stair to the basement.
 - c. Smoke detector M1-11 in the first floor corridor near the principal's office.
 - d. Smoke detector M1-17 in the first floor corridor near Room 8.
 - e. Smoke detector M1-22 in the first floor corridor near Room 10.
 - f. Smoke detector M2-33 in the first floor corridor near Room 20.
 - g. Smoke detector M2-35 in Room 19 on the second floor.
 - h. The t-taps have three wires under each terminal. The OUSD Alarm Shop requests that the t-taps be corrected such that only two wires are landed under each terminal (in/out wiring).
7. The receipt of off-site signals to Bay Alarm, the District's monitoring vendor, was confirmed by telephone.
 - A. Bay Alarm reported that the account setup was incomplete.
8. The OUSD Alarm Shop confirmed the receipt of SafeLINC emails.

Intrusion Alarm

1. Upon arrival on September 10, 2020, the intrusion alarm system had been operating on battery power for 24 hours. The system was armed and activated. All intrusion alarm sounders operated properly on battery power for the required 5 minutes.
2. Except as noted, all deficiencies identified during the intrusion alarm final acceptance test (reported in Jensen Hughes' correspondence, dated September 1, 2020) were confirmed to be corrected and were tested. The devices re-tested operated properly and the intrusion alarm system performed as required.
 - A. The programmed description for point 133 should be changed to Basement Office.
 - B. The programmed description for point 182 should be changed to Room 7.
 - C. Three vandal guards are not installed.
3. The receipt of off-site signals to Bay Alarm, the District's monitoring vendor, was confirmed by telephone.
 - A. Bay Alarm reported that the account setup was incomplete.

The deficiencies listed should be corrected. Upon completion of the corrections, the contractor should prepare the NFPA 72 Record of Completion.

Sincerely,

Jensen Hughes



David M. Secoda
Senior Consultant
dsecoda@jensenhughes.com
+1 925-208-0598

cc: John Esposito, OUSD, john.esposito@ousd.org
 Marc White, OUSD, marc.white@ousd.org
 Dennis Nichols, OUSD, dennis.nichols@ousd.org
 Enrico Banuelos, OUSD, enrico.banuelos@ousd.org
 Tony Ogbeide, IOR, togbeide@aoa-inc.com

DMS/rs

\\EgnyteDrive\JH\Shared\Legacy\US\WNC\Proj\D.Secoda\1MED16063_OUSD Fruitvale ES, Oakland - FA+IA Design\Work Product\Testing\Fruitvale ES_FA+IA System Tests_20200915.docx



Christina Stone <christina.stone@ousd.org>

Fruitvale DDC CO #24 Add smoke outside copy room

11 messages

acaastro@ddesigncom.com <acaastro@ddesigncom.com>

Tue, Oct 13, 2020 at 7:31 PM

To: Nicole Wells <nicole.wells@ousd.org>

Cc: vicmzamora@ddesigncom.com, Christina Stone <christina.stone@ousd.org>

Hi Nicole,

Please find attached our CO #24 for the additional smoke requested by B&G.

Thank you,

Amalio

**Fruitvale FA-IA Replacement - DDC CO #24 Add smoke outside copy room.pdf**
230K

Nicole Wells <nicole.wells@ousd.org>

Thu, Oct 15, 2020 at 11:49 AM

To: Christina Stone <christina.stone@ousd.org>

Have Emil review this, JCI number seems excessive.

Thanks,

Nicole Wells

Project Manager

Oakland Unified School District

Facilities, Planning & Management

Direct: 510-535-2726

[Quoted text hidden]

Christina Stone <christina.stone@ousd.org>

Thu, Oct 22, 2020 at 12:06 PM

To: Amalio Castro <acaastro@ddesigncom.com>

Cc: Nicole Wells <nicole.wells@ousd.org>, Victor Zamora <vicmzamora@ddesigncom.com>

Hi Amalio,

Please see the attached review from OUSD's estimator, in response to CO #24.

Thanks,

Christina Stone

Project Engineer

Cordoba Corporation | Making a Difference
(510) 535-7051 | c: (510) 512-0066

cstone@cordobacorp.com | cordobacorp.com
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [YouTube](#)

On Tue, Oct 13, 2020 at 7:32 PM <acastro@ddesigncom.com> wrote:

[Quoted text hidden]



Fruitvale FA-IA Replacement - DDC CO #24 Add smoke outside copy room.pdf
230K

acastro@ddesigncom.com <acastro@ddesigncom.com>

Thu, Oct 22, 2020 at 12:52 PM

To: Christina Stone <christina.stone@ousd.org>

Cc: Nicole Wells <nicole.wells@ousd.org>, Victor Zamora <vicmzamora@ddesigncom.com>

Hi Christina,

Is the review from OUSD's estimator included in our CO #24?, or is it a separate file?. I'm asking you because I got our CO only and I don't see any review.

Thank you,

Amalio

[Quoted text hidden]

Christina Stone <christina.stone@ousd.org>

Thu, Oct 22, 2020 at 12:59 PM

To: Amalio Castro <acastro@ddesigncom.com>

Cc: Nicole Wells <nicole.wells@ousd.org>, Victor Zamora <vicmzamora@ddesigncom.com>

Hi Amalio,

Sorry, I attached the wrong file! Here's the correct one.

Thanks,

Christina Stone

Project Engineer

Cordoba Corporation | Making a Difference

(510) 535-7051 | c: (510) 512-0066

cstone@cordobacorp.com | cordobacorp.com

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [YouTube](#)

[Quoted text hidden]



Fruitvale ES FA_IA CO#24.pdf
158K

Nicole Wells <nicole.wells@ousd.org>

Thu, Nov 5, 2020 at 11:39 AM

To: Christina Stone <christina.stone@ousd.org>

Cc: Amalio Castro <acastro@ddesigncom.com>, Victor Zamora <vicmzamora@ddesigncom.com>

Hey Victor & Amalio,

Do you have a response on this?

Thanks,

Nicole Wells

Project Manager
Oakland Unified School District
Facilities, Planning & Management
Direct: 510-535-2726

[Quoted text hidden]

Christina Stone <christina.stone@ousd.org>

Tue, Nov 24, 2020 at 2:49 PM

To: Amalio Castro <acastro@ddesigncom.com>, Victor Zamora <vicmzamora@ddesigncom.com>

Cc: Nicole Wells <nicole.wells@ousd.org>

Hi Amalio and Victor,

Do you have any response on this PCO?

Thanks,

Christina Stone

Project Engineer

Cordoba Corporation | Making a Difference

(510) 535-7051 | c: (510) 512-0066

cstone@cordobacorp.com | cordobacorp.com

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [YouTube](#)

[Quoted text hidden]

acastro@ddesigncom.com <acastro@ddesigncom.com>

Wed, Nov 25, 2020 at 4:17 PM

To: Christina Stone <christina.stone@ousd.org>

Cc: Nicole Wells <nicole.wells@ousd.org>, Victor Zamora <vicmzamora@ddesigncom.com>

Hi Christina,

I got the answer from Gary with JCI today, he said "Multiple visits plus the gear. No change for our rate". For the DDC portion of the CO #24 review, the labor time included 4 hours for the new smoke install plus 4 hours to re-test 10% of the new devices, so there's no change on our price either.

[Quoted text hidden]

Nicole Wells <nicole.wells@ousd.org>

Mon, Nov 30, 2020 at 9:05 AM

To: Amalio Castro <acastro@ddesigncom.com>

Cc: Christina Stone <christina.stone@ousd.org>, Victor Zamora <vicmzamora@ddesigncom.com>

Ok, thanks.

Christina lets process PCO as is.

Nicole Wells

Project Manager
Oakland Unified School District
Facilities, Planning & Management
Direct: 510-535-2726

[Quoted text hidden]

Christina Stone <christina.stone@ousd.org>

Mon, Nov 30, 2020 at 11:23 AM

To: Nicole Wells <nicole.wells@ousd.org>

Cc: Amalio Castro <acastro@ddesigncom.com>, Victor Zamora <vicmzamora@ddesigncom.com>

Good morning,

To confirm, I should proceed to use DDC's number for this?

Thanks,

Christina Stone

Project Engineer

Cordoba Corporation | Making a Difference

(510) 535-7051 | c: (510) 512-0066

cstone@cordobacorp.com | cordobacorp.com

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [YouTube](#)

[Quoted text hidden]

Nicole Wells <nicole.wells@ousd.org>

Mon, Nov 30, 2020 at 11:29 AM

To: Christina Stone <christina.stone@ousd.org>

Cc: Amalio Castro <acastro@ddesigncom.com>, Victor Zamora <vicmzamora@ddesigncom.com>

Yes, please do.

Nicole Wells

Project Manager

Oakland Unified School District

Facilities, Planning & Management

Direct: 510-535-2726

[Quoted text hidden]

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fruitvale Elementary School Fire & Intrusion Alarm	Site	117
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<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	Digital Design Communications	Agency's Contact		Victor Zamora			
OUSD Vendor ID #	001380	Title		Manager			
Street Address	1630 San Pablo Avenue Ste. 200	City	Oakland	State	CA	Zip	94621
Telephone	925-866-9000	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	15125						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-18-2018	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	1-15-2021

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 13,280.37
Other Expenses		Requisition Number	




Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9399 9668	Fund 21, Measure B	210-9399-0-9668-8500-6274-117-9180-9901-9999-99999	6274	\$13,280.37

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Acting Director, Facilities Planning and Management				
	Signature	 for Kenya Chatman	Date Approved	1/28/2021	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	 Lozano Smith, as to form only	Date Approved	1/27/21	
	Deputy Chief, Facilities Planning and Management				
3.	Signature		Date Approved	1/28/2021	
	Chief Financial Officer				
4.	Signature		Date Approved		
	President, Board of Education				
5.	Signature		Date Approved		

the 1990s, the number of people in the UK with a long-term condition has increased by 50% (Department of Health 2000). The prevalence of long-term conditions is expected to increase further as the population ages (Department of Health 2000).

Long-term conditions are those that are chronic, recurrent or persistent, and may be life threatening or cause significant disability (Department of Health 2000). Long-term conditions are often managed by a range of health professionals, including general practitioners, nurses, pharmacists, physiotherapists, dietitians, occupational therapists, and health psychologists. The management of long-term conditions is often complex, involving a range of treatments and interventions, and may require a multidisciplinary approach (Department of Health 2000).

Long-term conditions are often managed in the community, rather than in hospital. This is because many long-term conditions are chronic, and require ongoing management. Community-based management allows patients to receive care in a familiar environment, and may help to reduce the risk of hospital admission. However, community-based management can also be challenging, as patients may not have access to the same range of services as those available in hospital.

Long-term conditions are often managed using a range of treatments and interventions, including medication, surgery, and lifestyle changes. The management of long-term conditions is often complex, involving a range of treatments and interventions, and may require a multidisciplinary approach (Department of Health 2000). The management of long-term conditions is often complex, involving a range of treatments and interventions, and may require a multidisciplinary approach (Department of Health 2000).

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Board Office Use: Legislative File Info.	
File ID Number	19-2169
Introduction Date	11-13-2019
Enactment Number	19-1770
Enactment Date	12/11/19 If



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date November 13, 2019

Subject Approval of Change Order No. 2 - to the Construction Contract with Digital Design Communications on the Fruitvale Elementary School Fire and Intrusion Alarm Replacement Project

Action Requested Approval by the Board of Change Order No. 2 to the Construction Contract with Digital Design Communications for the Fruitvale Elementary School Fire and Intrusion Alarm Project, and authorizing the President and Secretary of the Board to sign the change order to the contract.

Discussion The Changes in the contract scope of work include additional construction services, due to design errors and omissions discovered after the work started, thus additional construction work was needed. As a result, going back out to bid for additional work required by these unforeseen circumstances would not produce any advantage, and if fact, would be detrimental to the project schedule, also most certainly resulting in additional cost and delay to the District. The contract price will be increased by \$76,399.84, and the completion deadline will be extended to April 20, 2020.

Competitive bidding is not required since the change is less then 10% of the original contract price. In addition no competitive bidding is necessary because it would be no advantage to bidding. Competitive bidding is therefore excused under the reasoning of *Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631* and related case law.

LBP (Local Business Participation Percentage)

99.9%

Recommendation

Approval by the Board of Education of Change Order No. 2 to the Construction Contract with Digital Design Communications for the Fruitvale Elementary School Fire and Intrusion Alarm Project, and authorizing the President and Secretary of the Board to sign the change order to the contract.

Fiscal Impact

Fund 21, Measure B

Attachments

- Change No. 2, including documentation

{SR362801}

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

CHANGE ORDER NO. 2

PROJECT: Fire Alarm
Fruitvale Elementary School

DATE: 9/3/2019

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: DIGITAL DESIGNS COMMUNICATIONS
8135 Capwell Drive_
Oakland, CA 94621

DSA FILE NO.: 1-29
DSA APP NO.: 117173
OUSD PROJECT #: 15125
PROJECT MANAGER: Nicole Wells

If not previously directed, the Contractor is hereby directed to perform the work described in this change order and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs): Change order needed to perform extra work required due to unforeseen conditions and conditions shown incorrectly on the drawings; requiring conduit, wiring and devices. Relocation of Intrusion Alarm and Fire Alarm Panels due to issues with other building systems installed in the office. Accommodation of copper theft devices installed at portables by Buildings and Grounds. Existing conduit to portables also full requiring new pathways.

OTHER AGREED CHANGES TO THE CONTRACT: None

AGREED ADJUSTMENT TO CONTRACT PRICE FOR THIS CHANGE ORDER: \$76,399.84

AGREED ADJUSTMENT TO CONTRACT TIME FOR THIS CHANGE ORDER: 120 calendar days

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all allowances):	<u>\$796,800.00</u>
Total of Prior Change Orders' Adjustments:	<u>\$35,346.07</u>
Total Contract Price Prior to this Change Order:	<u>\$832,146.07</u>
This Change Order's Adjustment:	<u>\$76,399.84</u>
New Contract Price (including all allowances):	<u>\$908,545.91</u>

Current Change Order's Percentage of Original Contract Price:	<u>9.59%</u>
Total Change Orders' Percentage of Original Contract Price:	<u>14.02%</u>

NOTE: Any unspent allowance amounts shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	<u>12/20/2019</u>
Time extensions granted in prior change orders:	<u>365</u> Calendar Days
Time extension granted in this change order:	<u>120</u> Calendar Days
Adjusted contract completion deadline:	<u>4/20/2020</u>

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon approval by the Owner's governing body.

Approved as to Form:

OUSD Facilities Counsel

Date

<p>Approved: Architect of Record</p> <p>_____ Signature Date: 10/09/2019</p>	<p>Approved and Agreed: General Contractor</p> <p>_____ Signature Date: 10/9/19</p>	<p>Approved: OUSD</p> <p>_____ Director of F Date: 10/16/19</p> <p>_____ Deputy Chief Date: 10/16/19</p>
<p>Approved: Electrical or Structural Engineer</p> <p>_____ Date:</p>	<p>Approved: Mechanical Engineer</p> <p>_____ Date:</p>	<p>Approved: Div. of the State Architect</p> <p>_____ Date:</p>

Aimee Eng
Aimee Eng
President, Board of Education

12/12/19

Kyla Johnson Trammell
Kyla Johnson Trammell
Secretary, Board of Education

12/12/19

OAKLAND UNIFIED SCHOOL DISTRICT
 FRUITVALE ES FIRE & INTRUSION ALARM REPLACEMENT
 PROJ # 15125

RFI#1-24 OVERALL SUMMARY

To: N. WELLS/PM
 From: Emil Vinuya/Chief Cost Estimator
 Date: 4-Sep-19

General Comments:

1 SUMMARY OF COSTS

	DDC	OUSD
RFI#1	\$ 977.19	\$ 977.19
RFI#3	\$ (7,518.00)	\$ (7,518.00)
RFI#4	\$ 1,605.61	\$ 1,605.61
RFI#5	\$ 1,381.47	\$ 1,381.47
RFI#7	\$ 557.13	\$ 557.13
RFI#8	\$ 1,429.50	\$ 1,429.50
RFI#9	\$ 557.13	\$ 557.13
RFI#13	\$ 541.20	\$ 541.20
RFI#14	\$ 1,294.63	\$ 1,294.63
RFI#15	\$ 940.61	\$ 940.61
RFI#16	\$ 619.12	\$ 619.12
RFI#17	\$ 6,458.22	\$ 6,458.22
RFI#19	\$ 572.88	\$ 572.88
RFI#22	\$ 1,824.04	\$ 1,824.04
RFI#23	\$ 1,034.98	\$ 1,034.98
New pathways for FA & IA wiring to all portables	\$ 64,124.13	\$ 64,124.13

2 TOTAL AMOUNT \$ 76,399.84 \$ 76,399.84

3 NOTES:

DDC - All cost proposed by DDC under DDC scope are reasonable & accepted.

PENINSULA SECURITY SERVICES - Cost provided by Sub appears reasonable.

Per meeting with Johnson Controls Inc. on August 26, 2019, the labor manhour to install/program/test per device was agreed between OUSD & JCI.

GIRON - Based on the revised cost proposed by this Sub for New pathways - cost appears reasonable



OAKLAND UNIFIED
SCHOOL DISTRICT

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Fruitvale Elementary School Fire & Intrusion Alarm	Site	117

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	Digital Design Communications	Agency's Contact	Victor Zamora				
OUSD Vendor ID #	001380	Title	Manager				
Street Address	1630 San Pablo Avenue Ste. 200	City	Oakland	State	CA	Zip	94621
Telephone	925-866-9000	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 #	15125						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	12-18-2018	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-20-2019
		New Date of Contract End (If Any)	4-20-2020

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 76,399.84
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition				
Resource #	Funding Source	Org Key	Object Code	Amount
9399 9668	Fund 21, Measure B	210-9399-0-9668-8500-6274-117-9180-9901-9999-99999	6274	\$76,399.84

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature	Date Approved	10/7/19	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature (as to form only)	Date Approved	10/25/19	
3.	Deputy Chief, Facilities Planning and Management			
	Signature Tom White	Date Approved	10/26/19	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	19-2399
Introduction Date	12-11-2019
Enactment Number	19-1769
Enactment Date	12/11/19 If



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thriving Students.

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Management
Board Meeting Date December 11, 2019
Subject Approval of Change Order No. 1 - to the Construction Contract with Digital Design Communications on the Fruitvale Elementary School Fire and Intrusion Alarm Replacement Project

Action Requested Approval by the Board of Change Order No.1 to the Construction Contract with Digital Design Communications for the latter to include abatement and removal of devices, conduits, boxes and all other items related to the FA/IA Systems. The quote did not include Abatement work in the original contract price, thus, the Contractor omitted the Abatement work in error, in conjunction with the Fruitvale Elementary School Fire and Intrusion Alarm Project, in the amount of \$35,346.07, increasing the current contract amount from \$796,800.00 to \$832,146.07, and authorizing the President and Secretary of the Board to sign the change order for the same Contractor with the time extension to commence on January 31, 2019 and schedule to last until December 31, 2019 pursuant to the Amendment. The revised term end date is December 31, 2019.

Discussion Change Order No. 1 scope of work includes abatement and removal of devices, conduits, boxes and all other items related to the FA/IA Systems. The quote did not include Abatement work in the original contract price. Contractor omitted the Abatement work in error. Change Order No. 1 for the Fruitvale Elementary School Fire and Intrusion Alarm Project was for \$35,346.07.

Competitive bidding is not required since the change is less than 10% of the original contract price. In addition, no competitive bidding is necessary because it would be no advantage to bidding. Competitive bidding is therefore excused under the reasoning of *Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631* and related case law.

LBP (Local Business
Participation Percentage)
Recommendation

99.9%

Approval by the Board of Change Order No.1 to the Construction Contract with Digital Design Communications for the latter to include abatement and removal of devices, conduits, boxes and all other items related to the FA/IA Systems. The quote did not include Abatement work in the original contract price, thus, the Contractor omitted the

Abatement work in error, in conjunction with the Fruitvale Elementary School Fire and Intrusion Alarm Project, in the amount of \$35,346.07, increasing the current contract amount from \$796,800.00 to \$832,146.07, and authorizing the President and Secretary of the Board to sign the change order for the same Contractor with the time extension to commence on January 31, 2019 and schedule to last until December 31, 2019 pursuant to the Amendment. The revised term end date is December 31, 2019.

Fiscal Impact

Fund 21, Measure B

Attachments

- Change No. 1, including documentation

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management - Phone 510-636-2728 - FAX 510-636-7040

CHANGE ORDER NO. 01

PROJECT: Fruitvale Fire Alarm OWNER: Oakland Unified School District CONTRACTOR: Digital Design Communications 8135 Capwell Drive Oakland, CA 94621	DATE: 9/24/2018 DSA FILE NO.: 1-29 DSA APP NO.: 117173 OUSD PROJECT#: 15125 PROJECT MGR.: Nicole Wells
---	---

The Contractor is authorized to make the changes listed in the Summary and described in Change Order Attachment when this Change Order has been approved.

Original Contract Sum	\$796,800.00
Net Change by previously authorized Change Orders	
The Contract sum prior to this change order	
The Contract sum will be increased/decreased	\$35,346.07
The New Contract Sum including the Change Order will be	\$832,146.07
Current Change Order percentage of base contract	4.44%
Total Change Order percentage	4.44%
The Contract is changed by \$Error	days
Contract completion date as of this Change Order therefore is:	

Summary reference attached items : 1

Reviewed by: _____
Bond Program Director Date

Approved: Architect of Record _____ Signature Date: 10/9/2018	Approved: General Contractor _____ Signature Date: 10/08/18	Approved: OUSD _____ Director of Facilities Signature Date: 11/2/18 _____ Deputy Chief Date:
Approved: Electrical or Structural Engineer _____ Signature Date:	Approved: Mechanical Engineer _____ Signature Date:	Approved: Division of the State Architect _____ Signature Date:

Aimee Eng

Aimee Eng
President, Board of Education

12/12/19

Kyla Johnson-Trammell

Kyla Johnson-Trammell
Secretary, Board of Education

12/12/19

(Handwritten mark)

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management - Phone 510-535-2726 - FAX 510-535-7040

PRELIMINARY CHANGE ORDER NO. 1

PROJECT: **Fruitvale**

Fire Alarm

CONTRACTOR: **Digital Design Communications**

PROJECT MGR: **Nicole Wells**

DATE: **9/21/2018**

DSA FILE: **1-29**

DSA APP: **117173**

OUSD PROJ: **15125**

You are hereby directed to make the indicated change(s) in the Contract. When signed by the Owner and received by the Contractor, this document becomes effective immediately and the Contractor shall proceed as with the changes described below. An official change order shall be issued to follow up on this preliminary change proposal as soon as possible.

CONTRACTOR TO COMPLETE THIS SECTION ONLY

DESCRIPTION:

Perform abatement and removal of devices, conduits, boxes and all other items related to the FA/IA Systems

CODE: 4 Omission

REASON:

Abatement work was not quoted in the original contract price. Contractor was instructed not to include it in error.

ATTACHMENTS: DDC CO#01

The proposed basis of adjustment to the Contract Price and Contract Time are as follows:

Amount of Change: ☒ ADD ☐ DEDUCT Final Price: _____
☐ Lump Sum ☒ Time / Materials Not To Exceed Date: _____

☒ Contractor to proceed with work described herein, cost not to exceed \$76,346; final cost to be determined after review and negotiation.

Time Extension: calendar days

INITIATED BY:

REVIEWED BY:

REVIEWED BY:

ACKNOWLEDGED BY:


9/25/18


9/24/18

Architect of Record

Date

Project Manager

Date

Bond prog. Director

Date

Contractor

Date

OAKLAND UNIFIED SCHOOL DISTRICT APPROVAL

Director of Facilities

Date

Deputy Chief

Date

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management - Phone 510-535-2728 - FAX 510-535-7040

Change Order 1-2 (Revised 1/19/2006)

SUMMARY OF CHANGE ORDER NO. 01

PROJECT:	Fruitvale Fire Alarm	DATE:	9/24/2018
OWNER:	Oakland Unified School District	DSA FILE NO.:	1-29
CONTRACTOR:	Digital Design Communications 8135 Capwell Drive Oakland, CA 94621	DSA APP NO.:	117173
		OUSD PROJECT#:	15125
		PROJECT MGR.:	Nicole Wells

1 PCO # 1

ADD \$35,348.07
ADD/DEDUCT

Description: Project Lead Abatement Work
Reason: Abatement work was not quoted in the original contract price. Contractor was instructed not to include it in error.
Requested By: 4 Omission
DSA Prelim approval date:

CO #1 (1 PCO's)
Total: \$35,348.07

Change Order 2-2 (Revised 1/19/2006)

OAKLAND UNIFIED SCHOOL DISTRICT
Division of Facilities Planning and Management - Phone 510-635-2726 - FAX 510-535-7040

ALLOWANCE EXPENDITURE DIRECTIVE NO. 1

PROJECT: Fruitvale
Fire Alarm

CONTRACTOR: Digital Design Communications
PROJECT MGR: Nicole Wells

DATE: 10/2/2018
DSA FILE: 1-29
DSA APP: 117173
OUSD PROJ: 15125

You are hereby directed to make the indicated change(s) in the Contract. When signed by the Owner and received by the Contractor, this document becomes effective immediately and the Contractor shall proceed as with the changes described below. An official change order shall be issued to follow up on this preliminary change proposal as soon as possible.

CONTRACTOR TO COMPLETE THIS SECTION ONLY

DESCRIPTION:

Perform abatement and removal of devices, conduits, boxes and all other items related to the FA/IA Systems.
This will used the entire \$41,000.00 Contingency remaining needed will be reflected on Change Order #1

CODE: 4 Omission

REASON:

Abatement work was not quoted in the original contract price. Contractor was instructed not to include abatement work in contract price in error.

ATTACHMENTS: DDC CO#1
PCO No.1

The proposed basis of adjustment to the Contract Price and Contract Time are as follows:

Amount of Change: ☒ ADD ☐ DEDUCT Final Price: \$41,000
☐ Lump Sum ☒ Time / Materials Not To Exceed Date: 10/9/18

☒ Contractor to proceed with work described herein, cost not to exceed \$41,000.; final cost to be determined after review and negotiation.

Time Extension: calendar days

INITIATED BY:

REVIEWED BY:

REVIEWED BY:

ACKNOWLEDGED BY:

Architect of Record

Date

Project Manager

Date

Bond prog. Director

Date

Contractor

Date

10/9/2018

10/2/18

10/04/18

OAKLAND UNIFIED SCHOOL DISTRICT APPROVAL

Director of Facilities

Date

Deputy Chief

Date

SHEET S2 OF S2

CONTRACTOR: Digital Design Communications

PROJECT NAME: Fruitval Preschool Fire and Intrusion Alarm Replacement

PROJECT NUMBER 15125

C.O. / QUOTE NUMBER: C.O. #01 / Quotation #18-111 **DATE:** 9/19/2018

PROJECT DESCRIPTION: Perform Abatement and Removal of devices, conduits, boxes and all other it related to the (E) FA/IA Systems

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
DIRECT COSTS	Electrical - Journeyman	624.0	\$ 90.13	\$ 56,241.12
TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1)				\$ 56,241.12
BURDEN COSTS	Electrical - Journeyman	624.0	\$ 19.83	\$ 12,373.92
TOTAL LABOR COSTS (Transfers to Line 4 of Sheet S1)				\$ 12,373.92

MATERIALS			COST
DESCRIPTION			
Consumables i.e. drill bits, sawsall blades, etc...	1	\$ 1,000.00	\$ 1,000.00
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 5 of Sheet S1			\$ 1,000.00
SALES TAX ON MATERIAL - Line 8 of Sheet S1			\$ 100.00
TOTAL MATERIAL COSTS			\$ 1,100.00

EQUIPMENT				
SIZE AND TYPE	I.D. #	HOURS	RATE	TOTAL
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 9 of Sheet S1)				\$ -

SHEET S1 OF S2

CONTRACTOR: Digital Design Communications

PROJECT NAME: Fruitvale Preschool Fire and Intrusion Alarm Replacement

PROJECT NUMBER: 15125

C.O. / QUOTE NUMBER: C.O. #01 / Quotation #18-111 **DATE:** 9/19/2018

PROJECT DESCRIPTION: Perform Abatement and Removal of devices, conduits, boxes and all other items related to the (E) FA/IA Systems.

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	56,241.12	
2. Ten percent (10%) of Line 1	\$	5,624.11	
3. Sum of Lines 1 & 2			\$ 61,865.23
4. TOTAL BURDEN LABOR COSTS	\$		\$ 12,373.92
5. TOTAL MATERIAL COSTS	\$	1,000.00	
6. Ten percent (10%) of Line 5	\$	100.00	
7. Sum of Lines 5 & 6			\$ 1,100.00
8. Tax			\$ 16.92
9. TOTAL EQUIPMENT RENTAL COSTS	\$	900.00	
10. Ten percent (10%) of Line 9	\$	90.00	
11. Sum of Lines 9 & 10			\$ 990.00
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	-	
13. Five percent (5%) of line 12	\$	-	
14. Sum of Lines 12 & 13			\$ -
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 76,346.07
COST OF BONDS			
TOTAL CHANGE ORDER			\$ 76,346.07



OAKLAND UNIFIED
SCHOOL DISTRICT

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fruitvale Elementary School Fire & Intrusion Alarm	Site	117
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<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
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Contractor Information

Contractor Name	Digital Design Communications	Agency's Contact	Victor Zamora				
OUSD Vendor ID #	001380	Title	Manager				
Street Address	1630 San Pablo Avenue Ste. 200	City	Oakland	State	CA	Zip	94621
Telephone	925-886-9000	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes X No			
OUSD Project #	15125						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-18-2018	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-20-2019
		New Date of Contract End (If Any)	4-20-2020

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 76,399.84
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9399 9668	Fund 21, Measure B	210-9399-0-9668-8500-6274-117-9180-9901-9999-99999	6274	\$76,399.84

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	10/7/19		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	10/25/19		
	Deputy Chief, Facilities Planning and Management				
3.	Signature	Date Approved	10/17/19		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	18-2417
Introduction Date	12-12-2018
Enactment Number	18-1817
Enactment Date	12/12/18 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To
From

Board of Education
Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning & Management

**Board Meeting
Date**
Subject

12-12-2018
Amendment No. 1 to A CONSTRUCTION SERVICES AGREEMENT
Contractor: Digital Design Communications
Services For: Fruitvale Elementary School Fire Alarm Project

**Action Requested
and
Recommendation**

Approval by the Board of Education of Amendment No. 1 to
A CONSTRUCTION SERVICES AGREEMENT between
Oakland Unified School District and Digital Design Communications
Oakland, for the latter to

No Change to Scope of work. Amendment is for extension to contract end date. Continue to provide installation services of new Fire Alarm System.

for the period of 8-9-2018 through 12-31-2019 in an amount not to exceed
796,800.

Prior Contract

The Agreement was previously approved by the Board on 8-8-2018 (Enactment No. 18-1291).

Modification

This amendment modifies the term of the contract.
All other provisions remain the same.

Competitively Bid

Was this contract competitively bid? Yes
If no, exception:

Fiscal Impact

Funding resource(s): Fund 21, Measure B

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

Board Office Use: Legislative File Info.	
File ID Number	18-2417
Introduction Date	12-12-2018
Enactment Number	18-1817
Enactment Date	12/12/18 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

AMENDMENT NO. 1 TO
A CONSTRUCTION SERVICES AGREEMENT

This Amendment amends A CONSTRUCTION SERVICES AGREEMENT between Oakland Unified School District (OUSD) and Digital Design Communications (Contractor) entered into on 8-9-2018 (OUSD Enactment No. 18-1291). The parties agree to amend that Agreement as follows:

1. **Services:** ☒ The scope of work is unchanged. ☐ The scope of work has changed.
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

☐ Revised scope of work attached. OR ☐ CONTRACTOR agrees to provide the following amended services:

No Change to Scope of work. Amendment is for extension to contract end date. Continue to provide installation services of new Fire Alarm System.

2. **Term (duration):** ☐ The term of the contract is unchanged. ☒ The term of the contract has changed.
If the term has changed: The contract term began on 8-9-2018 and expires on 1-31-2019. The parties agree to extend the contract through 12-31-2019.

3. **Compensation:** ☒ The contract price is unchanged. ☐ The contract price has changed.
If the compensation has changed: The contract price is amended by
☐ Increase of \$ _____ to original contract amount.
☐ Decrease of \$ _____ to original contract amount.

The new contract total is _____ Dollars (_____)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No.	OUSD Enactment No.	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals 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/>).
7. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Amiee Eng
☐ President, Board of Education
☐ Superintendent
☐ Chief or Deputy Chief

12/13/18

Date

[Signature]
 Secretary, Board of Education

12/13/18

Date

CONTRACTOR

[Signature]
 Contractor Signature

11/6/18

Date

Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY [Signature]

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager	<u>[Signature]</u>		11/13/18
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief	<u>[Signature]</u>		
5. Legal (if increase takes contract above \$90,200)	<u>[Signature]</u>		11/19/18
6. Superintendent, Board of Education	Signature on the legal contract		

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

- ☐ **Action Item included in Board Approved SPSA** (no additional documentation required)–Item Number: _____
- ☐ **Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
- Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

No change in scope of work. Amendment is for extension to contract end date. Continue to provide installation services for New Fire Alarm system.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2018

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

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

PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA, Inc. License #0726293
600 Hampshire Rd #150
Westlake Village CA 91361

CONTACT NAME: Jennifer Balek
PHONE (A/C, No, Ext): 805-495-4634 **FAX (A/C, No):** 805-494-0781
E-MAIL ADDRESS: Jennifer_Balek@ajg.com

INSURED
Digital Design Communications
8135 Capwell Dr.
Oakland, CA 94621

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Specialty Insurance Company	12537
INSURER B: Financial Indemnity Company	19852
INSURER C: Hartford Fire Insurance Company	19682
INSURER D: Insurance Company of the West	27847
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1936599688**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		U18AC97418-01	4/15/2018	4/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			388838303	9/4/2018	9/4/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			U18AC97418-01	4/15/2018	4/15/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WVE504307200	9/1/2018	9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Commercial Inland Ma			72UUMKB7646	1/28/2018	1/28/2019	Rented Equip \$100000

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

project: BURBANK PRESCHOOL FIRE & INTRUSION ALARM. Oakland Unified School District and its directors, officers, employees, agents and representatives are included as additional insured.

CERTIFICATE HOLDER

Oakland Unified School District
955 High Street
Oakland CA 94601
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>Any person or organization, when you and such parties have agreed in writing in a contract or agreement pertaining to "your work" performed during the policy period. This additional insured coverage does not apply to "excluded residential construction". "Excluded residential construction" means:</p> <ul style="list-style-type: none">a) the ground-up construction of any building whose units will be individually owned and titled; and,b) "your work" performed on the conversion of any building into a condominium or townhome.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations during the policy period 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.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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, but 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.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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 other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

AMENDMENT ROUTING FORM 2018-2019

Amendment No. 1 to A CONSTRUCTION SERVICES AGREEMENT

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

1. To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work must change.
4. OUSD contract originator creates new requisition with the original PO number referenced in the item description.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<ul style="list-style-type: none"> Contract amendment packet including Board Memo and Amendment Form Board approved copy of the original contract and any prior Amendments.
----------------------	---

Contractor Information

Contractor Name	Digital Design Communications	Contractor's Contact	Dean Kuersten
OUSD Vendor ID #	001380	Title	
Street Address	8135 Capwell Drive	City, State	Oakland
Telephone	510-632-0650	Zip Code	94621
		Email (required)	acastro@ddesigncom.com

Compensation and Terms

Current Contract Amount	\$796,800.00	OUSD Vendor ID #	001380	Start Date of Original Contract	8-9-2018
Amount of Increase	0	Original PO #		Current Term End Date	1-31-2019
Amount of Decrease		New Requisition #		New Term End Date*	12-31-2019
New Total Contract Amount	796,800	% Change		*Must be no more than five years from the start date	

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

Requisition No.	Budget Number	Resource Name	Amount
	210-9399-0-9668-8500-6274-117-9180-9901-9999-99999	9399-9668	\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Contract History

	OUSD Enactment #	Exact Name of Contract	Contract Amount
Agreement	18-1291	Fruitvale Elementary School Fire Alarm	\$796,800.00
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Revised Contract Amount

OUSD Contract Originator Information

Name of OUSD Contact	Tadashi Nakadegawa, Director of Facilities	Email	tadashi.nakadegawa@ousd.org
Site/Dept. Name	Facilities Planning & Management	Site #	918
		Phone	510-535-7038

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			11/17/18
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief			
5. Legal (if increase takes contract above \$90,200)			11/19/18
6. Superintendent, Board of Education	Signature on the legal contract		

Procurement-Date Received: _____

THIS FORM IS NOT A CONTRACT

Rev. 8/16/18

Board Office Use: Legislative File Info.	
File ID Number	18-1620
Introduction Date	8-8-2018
Enactment Number	18-1291
Enactment Date	8/8/18 lf



OAKLAND UNIFIED
SCHOOL DISTRICT

1200 Franklin Street, Oakland, CA 94612

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date August 8, 2018

Subject Award of Bid and Agreement- Digital Design Communications -Fruitvale Elementary School Fire & Intrusion Alarm Project

Action Requested Approval by the Board of Education of Resolution No. 1718-0141, Award of Bid Agreement and Construction Contract on behalf of the District to Digital Design Communications, Oakland, CA, for the Fruitvale Elementary Fire & Intrusion Alarm Project, in the amount of \$796,800.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: (175) days Calendar Days, commencing August 9, 2018, and ending on January 31, 2019.

Discussion Services required for fire alarm replacement.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Resolution No. 1718-0141, Award of Bid Agreement and Construction Contract on behalf of the District to Digital Design Communications, Oakland, CA, for the Fruitvale Elementary Fire & Intrusion Alarm Project, in the amount of \$796,800.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: (175) days Calendar Days, commencing August 9, 2018, and ending on January 31, 2019.

Fiscal Impact Fund 21, Measure B

Attachments

- Award of Bid including scope of work
- Certificate of Insurance
- Payment and Performance Bonds



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

RESOLUTION NO. 1718-0141

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE FRUITVALE ELEMENTARY SCHOOL FIRE & INTRUSION ALARM
PROJECT**

WHEREAS, the District has heretofore requested bids, for replacing the existing fire alarm system with a new fire alarm system in accordance with applicable codes and OUSD standards.

WHEREAS, one (1) bid was received via Division of Facilities Planning and Management in response to the said request as follows, and

Contractor:	Location	Bid Amount
Digital Design Communications	Oakland, CA	\$796,800.00

WHEREAS, the responsive bidder has either met the goals for local business participation for a “good-faith” effort to do so as required by the District Policy for such participation;

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **DIGITAL DESIGN COMMUNICATIONS** for the performance of the bid work, in the amount of **SEVEN HUNDRED, NINETY-SIX THOUSAND, EIGHT HUNDRED DOLLARS (\$796,800.00)** shall be and is hereby accepted; all other bids are rejected, if any; and



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

RESOLUTION NO. 1718-0141

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE FRUITVALE ELEMENTARY SCHOOL FIRE & INTRUSION ALARM PROJECT**

Page 2 of 2

BE IT FURTHER RESOLVED, that the President and Secretary of this Board be hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with **DIGITAL DESIGN COMMUNICATIONS** for the performance of bid work.

Passed by the following vote:

PREFERENTIAL AYES: None

PREFERENTIAL NOES: None

YEA: Jody London, Nina Senn, Roseann Torres, Shanthi Gonzales,
James Harris, Vice President Jumoke Hinton Hodge and
President Aimee Eng

NOES: None

ABSENT: Student Directors Josue Chavez and Yota Omo-Sowho

ABSTAINED: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on **August 8, 2018**.

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

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **5th** day of **June 2018**, by and between the Oakland Unified School District ("District" or "Owner") and **Digital Design Communications**, ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Fruitvale Elementary Fire & Intrusion Alarm Replacement**

PROJECT NO.: **15125**

RESOLUTION NUMBER: **1718-0141**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:**

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents:** Should any question arise concerning the intent, precedence, or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, the following order of precedence shall prevail:
- (i) District-approved modifications, beginning with the most recent (if any);
 - (ii) The Agreement;
 - (iii) The Special Conditions (if any);
 - (iv) Any Supplemental Conditions (if any);
 - (v) The General Conditions;
 - (vi) The remaining Division 0 documents;
 - (vii) The Division 1 Documents (Specifications – General Conditions);
 - (viii) The Division 2 through Division 32 documents (Technical Specifications);
 - (ix) Figured dimensions;
 - (x) Large-scale drawings;
 - (xi) Small-scale drawings.

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **175** consecutive calendar days ("Contract Time") commencing **August 9, 2018**, and concluding no later than **January 31, 2019**, from the date specified in the District's Notice to Proceed. The District shall not

entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
 - **Project Completion: Five Hundred dollars and no cents (\$500.00)** per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
 - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-10 **Electric Contractor's license(s)** issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Seven hundred Fifty-five thousand, eight hundred No/100 dollars

(\$755,800.00 (Base Contract Amount)

+

\$Forty-one thousand dollars

(\$41,000.00), (Contingency Allowance Amount)

=

Seven hundred ninety-six thousand, eight hundred No/100 dollars

(\$796,800.00), ("Contract Price")

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
- b. The Contract Price shall be paid in lawful money of the United States.
- c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

15. **Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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>


Tadahsi Nakadegawa
Director of Facilities Planning & Management

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: _____, 20__

Dated: June 5, 20 18

OAKLAND UNIFIED SCHOOL DISTRICT

Digital Design Communications CONTRACTOR

By: _____

By: Victor M. Zamora

Print Name: Aimee Eng

Print Name: Victor M. Zamora

Print Title: President, Board of Education

Print Title: President

By: _____

Print Name: Kyla Johnson-Trammell, Superintendent

Print Title: Secretary, Board of Education

By: 

Print Name: Timothy White

Print Title: Deputy Chief, of Facilities, Planning and Management

Approved as to Form:

By: 

Print Name: Marion McWilliams

Print Title: Special Facilities Counsel

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT



June 5, 2017

Oakland Unified School District
955 High Street
Oakland, Ca. 94601

Juanita,

In response to your request for Digital Design Communication's bylaws if we are a corporation, I want to inform you that Digital Design Communications is not a corporation, thus, there are no by-laws needed.

If you need anything else, please let us know.

Thank you,

A handwritten signature in black ink, appearing to read 'Victor Zamora', is written over a horizontal line.

Victor Zamora

President

Digital Design Communications

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Digital Design Communications

Project: Fruitvale ES Fire Alarm

Project #: 15125

Estimate: \$414,000

Date: Wednesday, May 28, 2018

Time: 2:00 pm

Project Mgr: Nicole Wells

Architect: Jensen Hughes

Based Bid

\$ 755,800.00

Verified Local Business Participation

3.0%

\$ 22,674.00

Based Bid W/ LBP Discount

\$ 733,126.00

LBU Credit Based on Policy:

65%

This firm does meet the minimum
50% LBU requirement and receives
3% bid discount toward its based
bid

	LBE	SLB	SLBR	COMMENTS:
Company: Digital Design Communications				
Address: 8128 Capwell Drive				1
City/State: Oakland, CA	60.2%			2
Phone: (510) 632-0650				3
				4
Company: UWA Electric				
Address: 2737 Seminary Avenue				1
City/State: Oakland, CA		16.61%		2
Phone: (510) 543-6886				3
				4
Company: Tulum Sysytems				
Address: 3101 Hyde Street				1
City/State: Oakland, CA		23.15%		2
Phone: (510) 773-1833				3
				4

TOTAL PARTICIPATION

60.24%

39.76%

0.00%

100.00%


APPROVAL- LBU Compliance Officer

* Total LBU % Proposed

BID OPENING TABULATION SHEET

Date: Wednesday, May 23, 2018
Time: 2:00 PM
Project Mgr: Nicole Wells
Architect: Jensen Hughes

Signature of Bid Opener

[illegible]

BID FORM AND PROPOSAL

Oakland Unified School District ("District" or "Owner")

From: Digital Design Communications
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **15125**

PROJECT: Fruitvale Elementary Fire and Intrusion

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<u>Seven hundred fifty five thousand eight hundred</u>	dollars	<u>\$ 755,800.00</u>
Base Bid Amount		
<u>Forty-One thousand</u>	dollars	<u>\$ 41,000.00</u>
Contingency Allowance Amount		
<u>Seven Hundred ninety six thousand eight hundred</u>	dollars	<u>\$ 796,800.00</u>
Total Bid Amount		
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>		

Additive/Deductive Alternates:

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Fire and Intrusion Alarm
Project No. 15125
May 2, 2018

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-1

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
1	FA Devices	Ea	30	\$1,500	\$ 45,000
				\$	\$

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

OAKLAND UNIFIED SCHOOL DISTRICT

Fruitvale Elementary School
Fire and Intrusion Alarm
Project No. 15125
May 2, 2018

BID FORM AND PROPOSAL DOCUMENT 00 40 01-3

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>5/2/2018</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>5/11/2018</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a _____ C-10 license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

OAKLAND UNIFIED SCHOOL DISTRICT
 Fruitvale Elementary School
 Fire and Intrusion Alarm
 Project No. 15125
 May 2, 2018

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-4**

14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 23rd day of May 20 18

Name of Bidder: Digital Design Communications

Type of Organization: Electrical Contractor

Signed by: 

Title of Signer: President

Address of Bidder: 8128 Capwell Dr. Oakland, Ca. 94621

Taxpayer Identification No. of Bidder: 94-3346238

Telephone Number: 510-632-0650

Fax Number: 510-632-6999

E-mail: vicmzamora@ddesigncom.com Web Page: http://www.ddesigncom.com/

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Fire and Intrusion Alarm
Project No. 15125
May 2, 2018

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-5**

Contractor's License No(s): No.: 785247 Class: C-10 Expiration Date: 10/31/2018

No.: 785247 Class: B Expiration Date: 10/31/2018

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000002624

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Fire and Intrusion Alarm
Project No. 15125
May 2, 2018

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-6 f

SITE VISIT CERTIFICATION

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

PROJECT: **Fruitvale Elementary Fire and Intrusion Alarm**

Check option that applies:

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

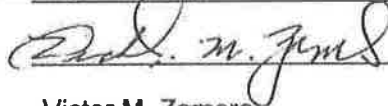
☒ I certify that Dean Kuersten (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the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

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

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

Date: 5/23/2018

Proper Name of Bidder: Digital Design Communications

Signature: 

Print Name: Victor M. Zamora

Title: President

END OF DOCUMENT

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the President of Digital Design Communications, the party making the foregoing bid.
[Title] [Name of Firm]

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

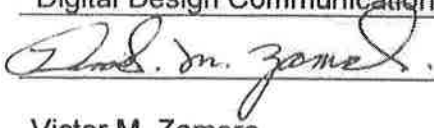
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 23rd, 2018,
[Date]

at Oakland, Ca.
[City] [State]

Date: 5/23/2018

Proper Name of Bidder: Digital Design Communications

Signature: 

Print Name: Victor M. Zamora

Title: President

END OF DOCUMENT

DOCUMENT 00 61 13.13

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and Digital Design Communications ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Fruitvale Elementary Fire & Intrusion Alarm Replacement

("Project" or "Contract") which Contract dated June 5th, 2018, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and Developers Surety and Indemnity Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

Seven Hundred Ninety Six Thousand Eight Hundred and no cents

Dollars (\$ 796,800.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Fire and Intrusion Alarm Replacement
Project No. 15125
May 2, 2018

PERFORMANCE BOND
DOCUMENT 00 61 13.13-1

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 20th day of June, 2018.

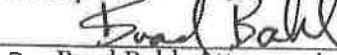
Digital Design Communications

Principal

By 

Developers Surety and Indemnity Company

Surety

By: 

By: Brad Bahl, Attorney-in-Fact

R.C. Fischer & Co.

Name of California Agent of Surety

1301 Ygnacio Valley Rd, Walnut Creek CA 94598

Address of California Agent of Surety

925-627-5483

Telephone No. of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT

Fruitvale Elementary School
Fire and Intrusion Alarm Replacement
Project No. 15125
May 2, 2018

**PERFORMANCE BOND
DOCUMENT 00 61 13.13-2**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

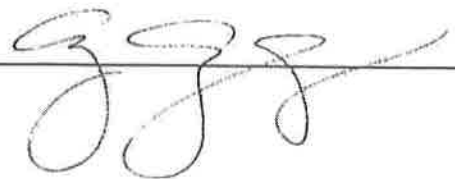
On 6/20/18 before me, Amy Gregory, Notary Public, personally appeared Brad Bahl who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature



Bond # 652806P

Premium: Included in Performance Bond

DOCUMENT 00 61 13.16

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and Digital Design Communications, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Fruitvale Elementary Fire & Intrusion Alarm Replacement

("Project" or "Contract") which Contract dated June 5th, 2018, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Developers Surety and Indemnity Company

(Surety)
are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Seven Hundred Ninety Six Thousand Eight Hundred and no cents Dollars (\$ 796,800.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Fire and Intrusion Alarm Replacement
Project No. 15125
May 2, 2018

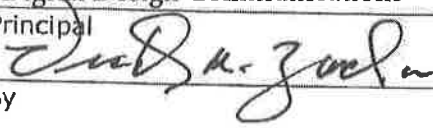
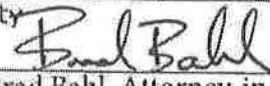
PAYMENT BOND
DOCUMENT 00 61 13.16-1

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 20th day of June, 2018.

Digital Design Communications	Developers Surety and Indemnity Company
Principal	Surety
	
By	By: Brad Bahl, Attorney-in-Fact
	R.C. Fischer & Co.
	Name of California Agent of Surety
	1301 Ygnacio Valley Rd, Walnut Creek CA 94598
	Address of California Agent of Surety
	925-627-5483
	Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Fire and Intrusion Alarm Replacement
Project No. 15125
May 2, 2018

PAYMENT BOND
DOCUMENT 00 61 13.16-2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

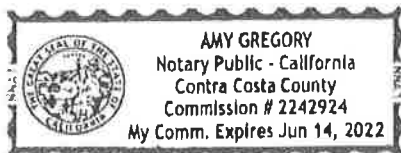
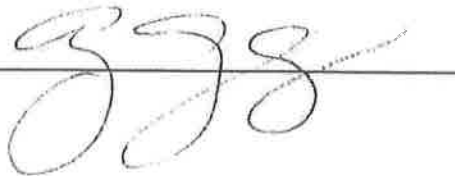
On 6/20/18 before me, Amy Gregory, Notary Public, personally appeared Brad Bahl who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Brad Bahl, Dennis J. Woodard, Gordon J. Fischer, Dennis Sewell, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President
By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me,
Date

Lucille Raymond, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Lucille Raymond
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 20th day of June, 2018.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2018

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

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

PRODUCER Arthur J. Gallagher Management Services, Inc. 600 Hampshire Rd Ste 150 Westlake Village CA 91361	CONTACT NAME: PHONE (A/C, No, Ext): 805-495-4634 FAX (A/C, No): 805-494-0781 E-MAIL ADDRESS: Jennifer.Balek@ajg.com														
INSURED Digital Design Communications 8135 Capwell Dr. Oakland CA 94621	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: United Specialty Insurance Company</td><td>12537</td></tr><tr><td>INSURER B: Financial Indemnity Company</td><td>19852</td></tr><tr><td>INSURER C: Oak River Insurance Company</td><td>34630</td></tr><tr><td>INSURER D: Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Specialty Insurance Company	12537	INSURER B: Financial Indemnity Company	19852	INSURER C: Oak River Insurance Company	34630	INSURER D: Hartford Fire Insurance Company	19682	INSURER E:		INSURER F:	
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INSURER D: Hartford Fire Insurance Company	19682														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 393756220

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		U17AC97418-01	4/15/2018	4/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			388838302	9/4/2017	9/4/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	DIWC609800	9/1/2017	9/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Commercial Inland Ma			72UUMKB7645	1/28/2018	1/28/2019	Rented Equip 100,000

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

Project: Fruitvale Elementary Fire and Intrusion Alarm Replacement Job#15125. Oakland Unified School District and its directors, officers, employees, agents and representatives are included as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
955 High Street
Oakland CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations during the policy period 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.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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, but 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.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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 other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fruitvale Elementary School Fire & Intrusion Alarm Project	Site	117
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Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
-----------------------------	---

Contractor Information

Contractor Name	Digital Design Communications	Agency's Contact		Victor Zamora				
OUSD Vendor ID #	V050159	Title		Project Manager				
Street Address	8135 Capwell Drive	City	Oakland	State	CA	Zip	94621	
Telephone	510-632-0650	Policy Expires						
Contractor History	Previously been an OUSD contractor? x Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes x No				
OUSD Project #	15125							

Term

Date Work Will Begin	8-9-2018	Date Work Will End By (not more than 5 years from start date)	1-31-2019
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$796,800.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9599	Fund 21, Measure B	1179901890	6271	\$796,800.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	7/11/18		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	7/13/18		
	Deputy Chief, Facilities Planning and Management				
3.	Signature	Date Approved	7/10/18		
	Senior Business Officer, Board of Education				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			