

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	23-1376
Introduction Date	6-21-2023
Enactment Number	23-1237
Enactment Date	6/21/2023 er



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
 Lisa Grant-Dawson, Chief Business Officer, Division of Facilities Planning and Management  
**Board Meeting Date** June 21, 2023  
**Subject** Change Order No. 1 Agreement Between Owner and Contractor – Deco Tech Systems – Oakland International High School and Oakland Technical High School Security Improvement Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor Change Order No. 1 by and between the **District** and **DecoTech Systems**, Walnut Creek, California, during construction, contractor and owner reviewed camera locations and agreed to install seven 4-sensor cameras. The added cost includes equipment, labor, programming, and lift rental. In its proposal, contractor has included refund of labor changes to repair 8 cameras and costs to purchase 6 mini-dome cameras. The proposal exhausts the allowance amount, and the remaining proposal costs are being covered via this change order. This change order is being processed in the amount of \$19,196.27, which is the balance of this cost not covered by AED 2, for the **Oakland International High School and Oakland Technical High School Security Improvement Project**, in the amount of **\$19,196.27** increasing the contract price from **\$196,000.00** to **\$215,196.27** pursuant the change order.

**Discussion** This Change Order is for Oakland International High School and Oakland Technical High School Security Improvement Project.

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor Change Order No. 1 by and between the **District** and **DecoTech Systems**, Walnut Creek, California, during construction, contractor and owner reviewed camera locations and agreed to install seven 4-sensor cameras. The added cost includes equipment, labor, programming, and lift rental. In its proposal, contractor has included refund of labor changes to repair 8 cameras and costs to purchase 6 mini-dome cameras. The proposal exhausts the allowance amount, and the remaining proposal costs are being covered via this change order. This change order is being processed in the amount of \$19,196.27, which is the balance of this cost not covered by AED 2, for the **Oakland International High School and Oakland Technical High School Security Improvement Project**, in the amount of **\$19,196.27** increasing the contract price from **\$196,000.00** to **\$215,196.27** pursuant the change order.

**Fiscal Impact**

Fund 21 Building Fund, Measure Y

**Attachments**

- Change Order No. 1 and Other Documents
- Routing Form
- File ID 22-2832

# 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

### For Design-Bid-Build Contract

Owner: Oakland Unified School District  
Contract: Oakland Tech HS & Oakland International HS Security Improvement  
Contractor: DecoTech Systems  
Change Order No.: 01  
Date: May 8, 2023

**IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER.**

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (attach pages, if necessary): During construction, contractor and owner reviewed camera locations and agreed to install seven 4-sensor cameras. The added cost includes equipment, labor, programming, and lift rental. In the proposal, contractor has included refund of labor charges to repair 8 cameras and costs to purchase 6 mini-dome cameras. The proposal exhausts the allowance amount, and the remaining proposal costs are being covered via a change order.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$19,196.27

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 0 calendar days

#### SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE (OTHER THAN ALLOWANCES OR CONTINGENCY):

Original Contract Price less any Allowances or Contingency:	\$ 196,000.00
Prior Board-Approved Change Orders:	+ \$ 0
This Change Order (Subject to Board Approval):	+ \$ 19,196.27
Adjusted Contract Price less any Allowances or Contingency:	= \$ 215,196.27

#### SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:



Original contract time:	90 Calendar Days
Prior change order adjustments to contract time:	0 Calendar Days
This change order's adjustment to contract time:	0 Calendar Days
Adjusted contract time:	90 Calendar Days

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 by Contractor 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 the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to 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 the approval of Owner's governing body. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, 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.**


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

<p><b>Approved:</b> Architect of Record</p> <p style="text-align: center;">N/A</p>	<p><b>Approved and Agreed:</b> General Contractor</p> 	<p><b>Approved and Agreed:</b></p>  <p>Executive Director of Facilities Date: 5-11-23</p>
<p>Date:</p>	<p>Date: David Dickstein 5/9/23</p>	<p>Director, of Facilities Date: 5/11/23</p> <p>Chief Business Officer of Facilities Date:</p>

{SR815054}}

  
 Mike Huchinson, President, Board of Education 6/22/2023  
 Oakland Technical HS & Oakland International HS Security Improvement  
 Change Order No. \_\_01\_\_  
 Kyla Johnson Trammell, Secretary, Board Education  
 6/22/2023 Page 2 of 3

**Approved as to Form:**

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

5/26/23  
\_\_\_\_\_  
Date

# 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 REQUEST (or Proposed Change Order) No. 1

PROJECT: Security Improvement Project  
Oakland Tech HS & Oakland International HS Security Improvement

DATE: MAY 8, 2023

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: N/A

CONTRACTOR: DECOTECH SYSTEMS

DSA APP NO.: N/A

1180 Mt Diablo Blvd.  
Walnut Creek, CA 94596

OUSD PROJECT #: 22133

PROJECT MANAGER: Kyle Brower

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 PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

During construction, contractor and owner reviewed camera locations and agreed to install seven 4-sensor cameras. The added cost includes equipment, labor, programming, and lift rental. In the proposal, contractor has included refund of labor charges to repair 8 cameras and costs to purchase 6 mini-dome cameras. The proposal exhausts the allowance amount, and the remaining proposal costs are being covered via this change order.

OTHER PROPOSED CHANGES TO THE CONTRACT:

None

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$19,196.03

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

REASON FOR REQUEST (check one or more):

- Unforeseen Conditions
- Direction by Government Agency
- Owner Requested
- Design Omission
- Design Error
- Other: \_\_\_\_\_

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# OAKLAND UNIFIED SCHOOL DISTRICT

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

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## CERTIFICATION

I, David Dickstein [name of declarant], declare the following:

DecoTech Systems [Contractor company name] has contracted with Oakland Unified School District [public entity name] for the Oakland Technical High School and Oakland International High School Security Improvement Contract ("Contract"). DecoTech Systems [Contractor company name] authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for with Oakland Unified School District [public entity name] regarding this Contract (such COR being dated April 24, 2023, and entitled Change Order Request 1, and requesting \$19,196.27 and/or 0 additional days), and I prepared the attached COR. I am the most knowledgeable person at DecoTech Systems [Contractor company name] regarding this COR.


The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or DecoTech Systems [Contractor company name].

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District [public entity name] is responsible under its Contract with DecoTech Systems [Contractor company name].

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for DecoTech Systems [Contractor company name]) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed May 8, 2023, at Oakland, California.

  
[signature]  
David Dickstein [name of declarant]

## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Oakland International High School and Oakland Technical High School Security Improvement	<b>Site</b>	353/305
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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.**

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

<b>Contractor Name</b>	DecoTech Systems	<b>Agency's Contact</b>	David Dickstein				
<b>OUSD Vendor ID #</b>	001325	<b>Title</b>	President				
<b>Street Address</b>	1180 Mt. Diablo Blvd	<b>City</b>	Walnut Creek	<b>State</b>	CA	<b>Zip</b>	94596
<b>Telephone</b>	925-954-1520	<b>Policy Expires</b>					
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	22154/22133						

### Term of Original/Amended Contract

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

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$19,196.27
<b>Other Expenses</b>		<b>Requisition Number</b>	

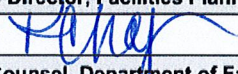
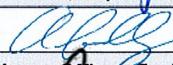
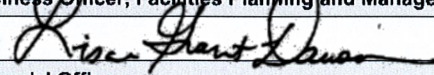
### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9898	Fund 21 Measure Y	210-9655-0-9898-8500-6274-918-9180-9906-9999-22133	6274	\$19,196.27

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

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>				
	<b>Signature</b> 	<b>Date Approved</b>	5/30/23		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>  Lozano Smith, approved as to form	<b>Date Approved</b>	5/26/23		
3.	<b>Chief Business Officer, Facilities Planning and Management</b>				
	<b>Signature</b> 	<b>Date Approved</b>	5/31/2023		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			





Board Office Use: Legislative File Info.	
File ID Number	22-2832
Introduction Date	2/22/2023
Enactment Number	23-0285
Enactment Date	2/22/2023 er



## Memo (Bid Award)

**To** Board of Education

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

**Board Meeting Date** February 22, 2023

**Subject** Resolution for award must be approved by a four-fifths vote - Agreement Between Owner and Contractor – DecoTech Systems, Inc. – Oakland International High School and Oakland Technical High School Security Improvement Project - Division of Facilities Planning and Management

**Action Requested** Resolution for award must be approved by a four-fifths vote - by the Board of Education of Agreement Between Owner and Contractor by and between the District and DecoTech Systems, Inc., Walnut Creek, California, for the latter to provide installation, replacement, and repair of surveillance cameras at two sites - Oakland International HS and Oakland Technical HS. Oakland International HS includes approximately 13 new, 2 replacements and 6 repairs. Oakland Technical HS includes approximately 14 new, 51 replacements and 11 repairs. All cameras shall be programmed and integrated into Milestone XProtect software. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R, for the **Oakland International High School and Oakland Technical High School Security Improvement Project**, in the amount of **\$211,500.00**, which includes two contingency allowances (one for each site) totaling **\$15,500.00**, as the lowest responsive bidder, with the work anticipated to commence on **February 23, 2023**, and scheduled to last for ninety days (90), with an anticipated ending of **May 23, 2023**.

**Discussion** The scope of work of the contract consists of installation, replacement and repair of surveillance cameras for the Oakland International High School and Oakland Technical High School Security Improvement Project. Contractor was selected through competitive bidding. (Public Contract Code §22034(a). Resolution Number 2223-0176 authorizing the District to award a contract at \$212,500 or less to the lowest responsible bidder must be approved by a four-fifths vote.

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Resolution for award must be approved by a four-fifths vote - by the Board of Education of Agreement Between Owner and Contractor by and between the District and DecoTech Systems, Inc., Walnut Creek, California, for the latter to provide installation, replacement, and repair of surveillance cameras at two sites - Oakland International HS and Oakland Technical HS. Oakland International HS includes approximately 13 new, 2 replacements and 6 repairs. Oakland Technical HS includes approximately 14 new, 51 replacements and 11 repairs. All cameras shall be programmed and integrated into Milestone XProtect software. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R, for

the **Oakland International High School and Oakland Technical High School Security Improvement Project**, in the amount of **\$211,500.00**, which includes two contingency allowances (one for each site) totaling **\$15,500.00**, as the lowest responsive bidder, with the work anticipated to commence on **February 23, 2023**, and scheduled to last for ninety days (90), with an anticipated ending of **May 23, 2023**.

**Fiscal Impact**

Fund 21 Building Funds, Measure Y

**Attachments**

- Resolution No. 2223-0176
- Contract Justification Form
- Agreement, Bonds, and Other Contract Documents
- Certificate of Insurance
- Routing Form

**BEFORE THE BOARD OF EDUCATION OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
ALAMEDA COUNTY, CALIFORNIA**

<b>IN THE MATTER OF INFORMAL BIDDING UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT AND THE DISTRICT'S OAKLAND INTERNATIONAL HIGH SCHOOL AND OAKLAND TECHNICAL HIGH SCHOOL SECURITY IMPROVEMENT CONTRACT</b>	<b>RESOLUTION NO. 2223-0176</b>
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**RECITALS**

**WHEREAS**, the California Uniform Public Construction Cost Accounting Act at Public Contract Code §22000 et seq. (“Act”) permits the Oakland Unified School District (“District”) to utilize informal bidding procedures for public works projects of \$200,000 or less; and

**WHEREAS**, to engage in the informal bidding procedures permitted under the Act, the District previously adopted procedures governing the District’s selection of contractors for public works projects subject to the Act; and

**WHEREAS**, if the District uses informal bidding under the Act for a contract, the Act authorizes the District to award a contract at \$212,500 or less to the lowest responsible bidder if (a) all bids received by the public agency are in excess of \$200,000, (b) the governing body of said agency determines that the original cost estimate of \$200,000 or less by the public agency was reasonable, and (c) the governing body by a four-fifths vote adopts a resolution awarding the contract; and

**WHEREAS**, based on its original cost estimate of \$200,000 or less, the District elected to use informal bidding for a contract for installation of approximately 27 new security cameras, 53 replacement security cameras, and repair of 17 security cameras at Oakland International High School and Oakland Technical High School (“Contract”); and

**WHEREAS**, the District’s original cost estimate for the Contract was \$155,000, based on a price of \$450 per camera, plus associated costs for labor, materials, wiring, testing, removeable of replacement cameras, pricing for general conditions, bonds, insurance, overhead, profit, and escalation; and

**WHEREAS**, District staff used the rate of \$450 per camera in its calculations of the original cost estimate in the informal bid package because the listed price per camera ranged from \$400 – \$500.

**WHEREAS**, the District’s project manager (Kyle Brower) and District staff believe that the District’s \$155,000 cost estimate was reasonable; and

**WHEREAS**, the District sought bids for the District’s Security Improvements in accordance with the Act’s informal bidding procedures and received one responsive bid from DecoTech Systems (“Contractor”) in the amount of \$211,500.00; and

**WHEREAS**, Contractor was the lowest responsible bidder for the Contract.

**NOW, THEREFORE**, the Board of Education of the Oakland Unified School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.
2. The Board utilized the Act’s informal bidding procedures and received one bid from for the Contract from Contractor, and the bid was in excess of \$200,000, thus making Contractor the lowest responsible bidder.
3. The Board determines that the District’s original cost estimate of \$155,000 for the Contract was reasonable as is required under the Act.
4. The Board further declares that the Contract is in the best interests of the District’s pupils and the community, as the work will provide greater surveillance and security to staff, pupils, and the community.
5. The Board hereby awards the Contract to Contractor.

The foregoing Resolution was adopted by the Board of Education of the Oakland Unified School District of Alameda County, State of California, by four-fifths vote at a regularly scheduled meeting held on the 22nd day of February, 2023, by the following vote:

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

**NOES:** None

**ABSENT:** (Vacancy), Linh Le (Student Director), Natalie Gallegos Chavez (Student Director)

**ABSTAIN:** None



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Mike Hutchinson  
President, Board of Education  
Oakland Unified School District  
Alameda County, California

Attest:



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Kyla Johnson Trammell  
Secretary, Board of Education  
Oakland Unified School District  
Alameda County, California



**CONTRACT JUSTIFICATION FORM**

**This Form Shall Be Submitted to the Board Office With Every Agenda Contract.**

**9Legislative File ID No. 22-2832**

**Department: Facilities Planning and Management**

**Vendor Name: DecoTech Systems, Inc.**

**Project Name: Oakland International High School and Oakland Technical High School Security Improvement Project      Project No.: 22154 and 22133**

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

**Intended End: May 23, 2023**

**Total Cost Over Contract Term: \$211,500.00**

**Approved by: Tadashi Nakadegawa**

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

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

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

Deco Tech Systems was selected by the District as the lowest responsible and responsive bid.

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

DecoTech Systems, Inc., latter to provide installation, replacement, and repair of surveillance cameras at two sites - Oakland International HS and Oakland Technical HS. Oakland International HS includes approximately 13 new, 2 replacements and 6 repairs. Oakland Technical HS includes approximately 14 new, 51 replacements and 11 repairs. All cameras shall be programmed and integrated into Milestone XProtect software. OUSD will provide servers if required, as well as Milestone licenses. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R, for the Oakland International High School and Oakland Technical High School Security Improvement Project

**Was this contract competitively bid?         Check box for "Yes" (If "No," leave box unchecked)**

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

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

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



## AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **February 23, 2023**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **DECOTECH SYSTEMS, INC.** hereinafter called the “Contractor.”

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

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

**Oakland International High School and Oakland Technical High School Security Improvement Project, located at 4351 Broadway, Oakland, CA. 94611 and 4521 Webster Street, Oakland, CA. 94609**

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

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

and other Contract Documents relating thereto.

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

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

**ARTICLE II. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the “Contract Documents” which form the “Contract.” The Contractor and its subcontractors must use the Owner’s program software (COLBI DOCS) for projects.

### **ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be **ninety (90)** calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **February 23, 2023**, in which case the deadline for Completion would be **May 23, 2023**.

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

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$1,000.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that \$1,000.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

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

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

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

**ARTICLE IV. PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds **TWO HUNDRED ELEVEN THOUSAND FIVE HUNDRED DOLLARS 00/100 (\$211,500.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes two general contingency allowances (one for each site) totaling **FIFTEEN THOUSAND FIVE HUNDRED DOLLARS 00/100 (\$15,500.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

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

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

**ARTICLE VI. TERMINATION.** The Owner or Contractor may terminate the Contract as provided in the General Conditions.

**ARTICLE VII. PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

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

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

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

**ARTICLE VIII. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and

one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

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

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

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

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

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

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$2,000,000 per accident for bodily injury and property damage combined single limit.

**ARTICLE XII. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE XV. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**ARTICLE XVII. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.

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

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

**CONTRACTOR:**  
**DECO TECH SYSTEMS**


Signature:  December 15, 2022  
Date


Name: David Dickstein  
Chairman, Pres., or Vice Pres.


Signature:  December 15, 2022  
Date


Name: Kelly DeGeest  
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) Secretary

**OAKLAND UNIFIED SCHOOL DISTRICT**

 2/23/2023  
Mike Hutchinson, President,  
Board of Education

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

 2/2/2023  
Tadashi Nakadegawa, Deputy Chief  
Facilities Planning & Management  
Approved As To Form (limited):

 2/1/23  
OUSD Facilities Legal Counsel

862324  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

8/30/2023  
LICENSE EXPIRATION DATE

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board,

president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.



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

Bond Number: 57BSBII9618

**KNOW ALL MEN BY THESE PRESENTS** that we, DecoTech Systems as Principal, and Hartford Fire Ins. Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of \_\_\_\_\_ Dollars (\$ 211,500 ) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated January 26, 2023, for construction of

**The Oakland International High School & Oakland Technical High School Security Improvement Project which consists of but not limited to:** Installation, replacement and repair of surveillance cameras at two sites -Oakland International HS and Oakland Technical HS. Oakland International HS includes approximately 13 new, 2 replacements and 6 repairs. Oakland Technical HS includes approximately 14 new, 51 replacements and 11 repairs. All cameras shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K12 experience, Milestone certification prior to bid opening, and in-house networking staff. OUSD will provide servers if required, as well as Milestone licenses. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R. (the "Contract").

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this 20th day of December, 2022, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

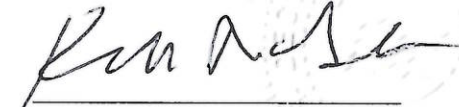
(Affix Corporate Seal)

By: \_\_\_\_\_  
(Individual Principal)

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

(Affix Corporate Seal)


DecoTech Systems, Inc.  
(Corporate Principal)

  
\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)

Hartford Fire Insurance Company  
(Corporate Surety)

One Hartford Plaza - Hartford, CT  
(Business Address)

By:   
\_\_\_\_\_  
Alexa Perfecto, Attorney-In-Fact

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

The total amount of premium charged is \$317.25.

The above must be filled in by Corporate Surety.

SEE ATTACHED  
ACKNOWLEDGMENT

PK  
12/20/2022

## 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)

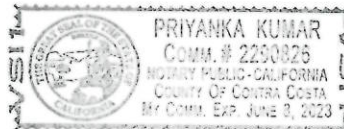
On December 20<sup>th</sup>, 2022 before me, Priyanka Kumar, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Some of the Companies names below are not licensed in every state

- Hartford Fire Insurance Company
- Hartford Casualty Insurance Company
- Hartford Accident and Indemnity Company
- Hartford Underwriters Insurance Company
- Twin City Fire Insurance Company
- Hartford Insurance Company of Illinois
- Hartford Insurance Company of the Midwest
- Hartford Insurance Company of the Southeast



One Hartford Plaza, Hartford, Connecticut 06155

(Designated Company(ies) delineated above by X in box)

Date: 4/19/2021

From:

Bond Department  
San Francisco (57)

Subject: Power Of Attorney – Agency Code: 57-101622

To: NIXON INSURANCE AGENCY  
396 CIVIC DRIVE SUITE A  
PLEASANT HILL, CA 94523

POA names as of this date:

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

Unlimited Bond Signing Authority

- A (Standard) Underwriting Authority
- D (None) Underwriting Authority
- E (Bulk Reporting) Underwriting Authority

Attached is the following:

- Original power for producing pre-printed powers  
Do not attach a photocopy (Xerox) or a faxed copy to any bond.

The Power of Attorney (POA) form must be sealed prior to being attached to the bond.

Sent under separate cover directly to the Agency:

- \_\_\_\_\_ Manually executed power(s) (Wet Powers) to the attention of
- \_\_\_\_\_ Company Seal(s) to the attention of

Additional comments:

Signed Jennifer Salinas

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Nº 07268

Amended  
Certificate of Authority

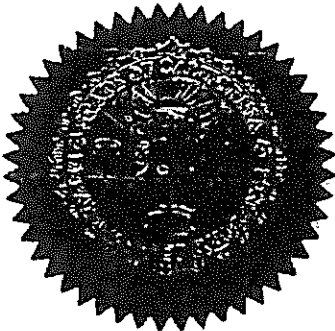
THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Hartford Fire Insurance Company

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

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

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



By

Harry W. Long  
Insurance Commissioner  
*[Signature]*  
Victoria S. Sidouky  
Deputy

**NOTICE:**

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

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIXON INSURANCE AGENCY

Agency Code: 57-101622

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

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

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

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

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



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

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



*Jessica Ciccone*

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

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

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

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

Bond Number: 57BSBII9618

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and DecoTech Systems, Inc., hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

**Oakland International High School & Oakland Technical High School Security Improvement Project, located at 4521 Webster Street, and 4351 Broadway, Oakland, CA, the scope consists of but not limited to:** Installation, replacement and repair of surveillance cameras at two sites -Oakland International HS and Oakland Technical HS. Oakland International HS includes approximately 13 new, 2 replacements and 6 repairs. Oakland Technical HS includes approximately 14 new, 51 replacements and 11 repairs. All cameras shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K12 experience, Milestone certification prior to bid opening, and in-house networking staff. OUSD will provide servers if required, as well as Milestone licenses. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R.

which said agreement dated January 26, 2023, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned Hartford Fire Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Two Hundred Eleven Thousand Five Hundred Dollars (\$ 211,500 ) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 20th day of December, 2022.

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

By: [Signature]  
Principal  
DecoTech Systems, Inc.

Hartford Fire Insurance Company  
Surety

By: [Signature]  
Attorney-in-Fact  
Alexa Perfecto

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

SEE ATTACHED  
ACKNOWLEDGMENT  
PK 12/20/22



## 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 December 20<sup>th</sup>, 2022 before me, Priyanka Kumar, Notary Public  
(insert name and title of the officer)

personally appeared Alexa Perfecto  
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 \_\_\_\_\_

*Priyanka Kumar*

(Seal)



Some of the Companies names below are not licensed in every state



- Hartford Fire Insurance Company
- Hartford Casualty Insurance Company
- Hartford Accident and Indemnity Company
- Hartford Underwriters Insurance Company
- Twin City Fire Insurance Company
- Hartford Insurance Company of Illinois
- Hartford Insurance Company of the Midwest
- Hartford Insurance Company of the Southeast

(Designated Company(ies) delineated above by X in box)

One Hartford Plaza, Hartford, Connecticut 06155

Date: 4/19/2021

From:

Bond Department  
San Francisco (57)

Subject: Power Of Attorney – Agency Code: 57-101622

To: NIXON INSURANCE AGENCY  
396 CIVIC DRIVE SUITE A  
PLEASANT HILL, CA 94523

POA names as of this date:

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

Unlimited Bond Signing Authority

- A (Standard) Underwriting Authority
- D (None) Underwriting Authority
- E (Bulk Reporting) Underwriting Authority

Attached is the following:

- Original power for producing pre-printed powers  
Do not attach a photocopy (Xerox) or a faxed copy to any bond.

**The Power of Attorney (POA) form must be sealed prior to being attached to the bond.**

Sent under separate cover directly to the Agency:

- Manually executed power(s) (Wet Powers) to the attention of \_\_\_\_\_
- Company Seal(s) to the attention of \_\_\_\_\_

Additional comments:

Signed Jennifer Salinas

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

№ 07268

Amended  
Certificate of Authority

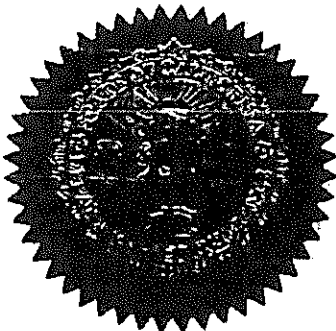
THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Hartford Fire Insurance Company

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

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

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



By

Harry W. [unclear]  
Insurance Commissioner  
*[Signature]*  
Victoria J. Sidbury  
Deputy

**NOTICE:**

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

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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

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

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

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

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

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



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

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

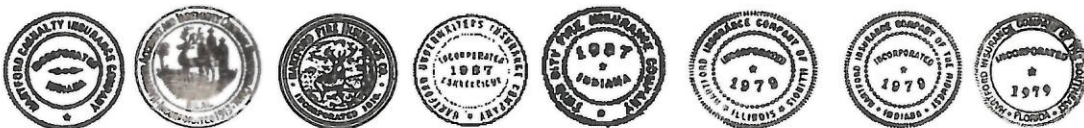


*Jessica Ciccone*

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

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

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Oakland Technical HS  
 Project: Security Improvement  
 Project #: 22133  
 Estimate: \$125,000

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

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b>	Deco Tech Systems, Inc.	Base Bid:	\$148,000.00	<b>Required Day of Bid:</b>	
Address:	1180 Mt Diablo Blvd Ste 300	Allowance:	\$12,500.00	Signed Bid Form	X
City/State:	Walnut Creek, CA	<b>TOTAL:</b>	\$160,000.00	Addendum Acknow.	X
Phone:	925-954-1520	Alternates:		Bid Bond	X
Fax:	925-954-1521			Non-Collusion	X
				Iran Contracting Certification	NA
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	NA
		9:40 AM	11/17/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				<b>Local Business Participation Form</b>	NA
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:15 PM	11/17/2022		

<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>	
Address:		Allowance:	\$12,500.00	Signed Bid Form	
City/State:		<b>TOTAL:</b>		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				<b>Local Business Participation Form</b>	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>	
Address:		Allowance:	\$12,500.00	Signed Bid Form	
City/State:		<b>TOTAL:</b>		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				<b>Local Business Participation Form</b>	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>	
Address:		Allowance:	\$12,500.00	Signed Bid Form	
City/State:		<b>TOTAL:</b>		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				<b>Local Business Participation Form</b>	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	



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

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

Dear Board Members:

The undersigned, doing business under the firm name of DecoTech Systems, Inc., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District (“Owner”), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Oakland International High School**, 4521 Webster Street, Oakland, CA 94609 and **Oakland Technical High School**, 4351 Broadway, Oakland, CA 94611 **Security Improvement Project**, (the “Contract”), Project No. 22154 & Project No. 22133, Scope of work includes Installation, replacement and repair of surveillance cameras at two sites -Oakland International HS and Oakland Technical HS. Oakland International HS includes approximately 13 new, 2 replacements and 6 repairs. Oakland Technical HS includes approximately 14 new, 51 replacements and 11 repairs. All cameras shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K12 experience, Milestone certification prior to bid opening, and in-house networking staff. OUSD will provide servers if required, as well as Milestone licenses. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R. (the “Contract”).

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

**Project No. 22154 Oakland International High School**

**Bid Amount (Base Bid):**

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

<u>Forty eight thousand dollars and no cents</u> Dollars <i>Bid Amount</i>	<u>\$ 48,000.00</u>
<u>Three Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$3,000.00</u>

{SR684258}

<p>Fifty one thousand dollars and no cents _____ Dollars</p> <p><i>Total Base Bid Amount</i></p> <p><b><i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i></b></p>	<p>\$ <u>51,000.00</u></p>
--	----------------------------

**Project No. 22133 Oakland Technical High School**

**Bid Amount (Base Bid):**

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

<p>One hundred forty eight thousand dollars and no cents _____ Dollars</p> <p><i>Bid Amount</i></p>	<p>\$ <u>148,000.00</u></p>
<p>Twelve Thousand Five Hundred _____ Dollars</p> <p><i>Contingency Allowance</i></p>	<p>\$ <u>12,500.00</u></p>

<p>One hundred sixty thousand five hundred dollars and no cents _____ Dollars</p> <p><i>Total Base Bid Amount</i></p> <p><b><i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i></b></p>	<p>\$ <u>160,500.00</u></p>
---	-----------------------------

**Miscellaneous:**

The low bid shall be determined as described in the Notice to Bidders.

The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract certifies that this vendor does not appear on the Excluded Parties List.

<https://www.sam.gov/portal/public/SAM>



If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

DecoTech Systems, Inc.

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

Our Public Liability and Property Damage Insurance is placed with:

Sentinel Insurance Company LTD

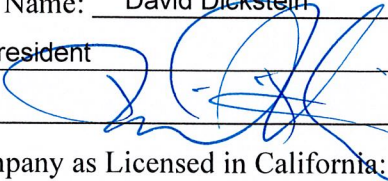
Our Workers' Compensation Insurance is placed with:

Hartford Accident & Indemnity

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND INTERNATIONAL HIGH SCHOOL - PROJECT NO.: 22154 &  
OAKLAND TECHNICAL HIGH SCHOOL - PROJECT NO.: 22133  
SECURITY IMPROVEMENT PROJECTS

**BID FORM  
DOCUMENT 00 31 01**



Print or Type Name: David Dickstein  
Title: President  
Signature:   
Name of Company as Licensed in California: DecoTech Systems, Inc.  
Business Address: 1180 Mt Diablo Blvd, Suite 300, Walnut Creek, CA 94596  
Telephone Number: 925-954-1520  
California Contractor License No.: 862324  
Class and Expiration Date: B, C7, C10 Expires 8/31/2023  
Public Works Contractor Registration No.: 1000003634  
State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_  
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: November 10, 2022

(Name) David Dickstein  
(Chairman, Pres, or Vice-Pres. President

(Name) Kelly DeGeest

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

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND INTERNATIONAL HIGH SCHOOL - PROJECT NO.: 22154 &  
OAKLAND TECHNICAL HIGH SCHOOL - PROJECT NO.: 22133  
SECURITY IMPROVEMENT PROJECTS

BID FORM  
DOCUMENT 00 31 01

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

Bond Number:   N/A  

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
DecoTech Systems, Inc. as Principal and  
Hartford Fire Insurance Company as Surety, are hereby held and firmly bound  
unto the Oakland Unified School District ("Owner") in the sum of  
10% of the Contract Price Dollars (\$                    ) for payment of which sum, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has  
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to  
enter into a Contract in writing for the construction of security camera upgrades in  
strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in  
the form of agreement attached hereto and shall execute and deliver Performance and  
Payment Bonds in the forms attached hereto (all properly completed in accordance  
with said bid), and shall in all other respects perform the agreement created by the  
acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and  
effect, it being expressly understood and agreed that the liability of the Surety for any  
and all default of the Principal hereunder shall be the amount of this obligation as  
herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of  
time, alteration or addition to the terms of the Contract on the call for bids, or to the  
Work to be performed hereunder, or the specifications accompanying the same, shall  
in any way affect its obligation under this bond, and it does hereby waive notice of  
any such change, extension of time, alteration or addition to the terms of said  
Contract or the call for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 8th day of November, 2022, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)


DecoTech Systems, Inc.  
(Principal)

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

By:   
David Dickstein, DecoTech Systems, Inc.

Hartford Fire Insurance Company  
(Corporate Surety)

One Hartford Plaza - Hartford, CT 06155  
Business Address)

By:   
Alexa Perfecto, Attorney-In-Fact

SEE ATTACHED  
ACKNOWLEDGMENT

PK 1118122

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

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

## ACKNOWLEDGMENT

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

State of California  
County of Contra Costa )

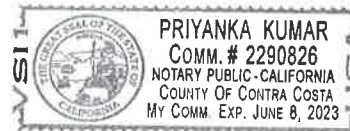
On November 8<sup>th</sup>, 2022 before me, Priyanka Kumar, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Some of the Companies names below are not licensed in every state

- Hartford Fire Insurance Company**
- Hartford Casualty Insurance Company**
- Hartford Accident and Indemnity Company**
- Hartford Underwriters Insurance Company**
- Twin City Fire Insurance Company**
- Hartford Insurance Company of Illinois**
- Hartford Insurance Company of the Midwest**
- Hartford Insurance Company of the Southeast**



(Designated Company(ies) delineated above by X in box)

One Hartford Plaza, Hartford, Connecticut 06155

**Date:** 4/19/2021

**From:**

Bond Department

San Francisco (57)

**Subject:** *Power Of Attorney – Agency Code:* 57-101622

**To:** NIXON INSURANCE AGENCY  
396 CIVIC DRIVE SUITE A  
PLEASANT HILL, CA 94523

**POA names as of this date:**

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

Unlimited **Bond Signing Authority**

**A (Standard) Underwriting Authority**

**D (None) Underwriting Authority**

**E (Bulk Reporting) Underwriting Authority**

**Attached is the following:**

**Original power for producing pre-printed powers**  
*Do not attach a photocopy (Xerox) or a faxed copy to any bond.*

**The Power of Attorney (POA) form must be sealed prior to being attached to the bond.**

**Sent under separate cover directly to the Agency:**

\_\_\_\_\_ **Manually executed power(s) (Wet Powers) to the attention of**

\_\_\_\_\_ **Company Seal(s) to the attention of**

**Additional comments:**

**Signed** Jennifer Salinas



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

No 07268

Amended  
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Hartford Fire Insurance Company

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

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

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



By

Harry W. Long  
Insurance Commissioner  
*Victoria J. Sidbury*  
Victoria J. Sidbury  
Deputy

**NOTICE:**

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

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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

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

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

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

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

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



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

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



*Jessica Ciccone*

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

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

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

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

PROJECT: Oakland International High School and Oakland Technical High School (Project Name)

PROJECT NO: 22154 and 22133 BIDDER'S NAME DecoTech Systems, Inc.

DIR 10 Digit Registration No: 1000003634

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND INTERNATIONAL HIGH SCHOOL - PROJECT NO.: 22154 &  
OAKLAND TECHNICAL HIGH SCHOOL - PROJECT NO.: 22133  
SECURITY IMPROVEMENT PROJECTS

DESIGNATION OF SUBCONTRACTORS  
DOCUMENT 00 40 01

Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

**NOTE:** *Reproduce page two of this section for additional listings needed beyond the length of this form.*

Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
NONE					


OAKLAND UNIFIED SCHOOL DISTRICT  
 OAKLAND INTERNATIONAL HIGH SCHOOL - PROJECT NO.: 22154 &  
 OAKLAND TECHNICAL HIGH SCHOOL - PROJECT NO.: 22133  
 SECURITY IMPROVEMENT PROJECTS

DESIGNATED OF SUBCONTRACTORS  
 DOCUMENT 00 40 01

{SR526332}


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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11/10 2022, at Walnut [city], CA [state].  
Creek

Signature: 

Print Name: David Dickstein

Title: President

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND INTERNATIONAL HIGH SCHOOL - PROJECT NO.: 22154 &  
OAKLAND TECHNICAL HIGH SCHOOL - PROJECT NO.: 22133  
SECURITY IMPROVEMENT PROJECTS

DESIGNATED OF SUBCONTRACTORS  
DOCUMENT 00 40 01

{SR526332}

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

Owner: Oakland Unified School District  
Contract: **Oakland International High School & Oakland Technical High School  
Security Improvement Projects**


The undersigned declares:

I am the President of DecoTech Systems, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, 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 11/10, 2022, at Walnut Creek [city], CA [state].

  
Signature

David Dickstein

Print Name

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

Owner: Oakland Unified School District  
Contract: Oakland International HS & Oakland Technical HS Security Improvement

I, David Dickstein, declare that I am the President  
*[insert title]* of DecoTech Systems, Inc., the entity making and submitting the bid for  
the above Project that accompanies this Declaration, and that such bid includes sufficient  
funds to permit DecoTech Systems, Inc. [insert name of entity] to comply with all local,  
state or federal labor laws or regulations during the Project, including payment of  
prevailing wage, and that DecoTech Systems, Inc. [insert name of entity] will comply with  
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and executed on 11/10 20 22 at Walnut *[city]*,  
CA *[state]*.  
Creek

Date: November 10, 2022

  
\_\_\_\_\_  
Signature

Print Name: David Dickstein  
Print Title: President

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

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided to you, the bidding contractor, simply to assist such entities with compliance with the law.

1. The Owner has determined that your employee(s), or you as a sole proprietorship, will have more than limited contact with students, therefore the Owner requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of justice pursuant to Education Code section 45125.1(a).
  - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

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

2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and



habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).) If you use one or more of these three methods, you must submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

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

Dated: November 10, 2022



Signature

Name: David Dickstein

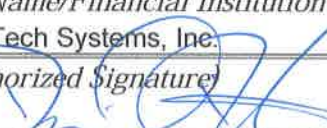
Title: President

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

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

**OPTION #1 - CERTIFICATION**

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

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

**OPTION #2 – EXEMPTION**

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

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

November 10, 2022

QUESTIONNAIRE REGARDING  
QUALIFICATIONS AND EXPERIENCE  
DOCUMENT 00 21 00

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



David Dickstein, President

11/16/22

Date

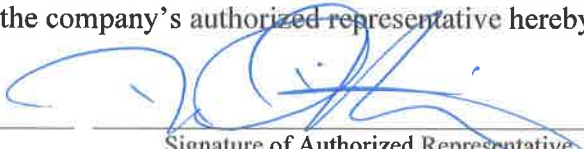
**SCHEDULE Z**  
**DOCUMENT 00 52 00**

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

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

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

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

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
<u>DecoTech Systems, Inc.</u>			
Company Name		Signature of Authorized Representative	
<u>1180 Mt Diablo Blvd, Suite 300</u>		<u>David Dickstein</u>	
Address		Type or Print Name	
<u>925</u>	<u>954-1520</u>	<u>11/10/2022</u>	<u>David Dickstein</u>
Area Code	Phone	Date	Type or Print Name

**END OF DOCUMENT**

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

**DOCUMENT 00 41 00**

*To be completed by the Prime Bidder*

PAGE 1 OF 2

PART I - IDENTIFICATION INFORMATION		
BIDDER'S NAME <b>DecoTech Systems, Inc.</b>	BUSINESS ADDRESS <b>1180 Mt Diablo Blvd, Suite 300 Walnut Creek, CA 94596</b>	TELEPHONE NUMBER <b>925-954-1520</b>
SCHOOL DISTRICT <b>Oakland Unified School District</b>	COUNTY <b>Alameda</b>	APPLICATION NO. <b>22154 &amp; 22133</b>

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

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

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

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

*Continued on reverse side*

**PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL** – *Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed.*

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

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by **non-DVBE** firms. Note: This line is the sum of the prime and subcontractor(s) **non-DVBE** dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district’s acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1. P.T.S.	\$1,550.00					
2.						
3.						
4.						
C. Subtotal (A & B)	\$1,550.00					
D. Non-DVBE	\$49,470.00					
E. Total Bid	\$51,000.00					

**PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL** – *Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed.*

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

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by **non-DVBE** firms. Note: This line is the sum of the prime and subcontractor(s) **non-DVBE** dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district’s acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1. P.T.S.	\$4,825.00					
2.						
3.						
4.						
C. Subtotal (A & B)	\$4,825.00					
D. Non-DVBE	\$144,685.00					
E. Total Bid	\$160,500.00					



# APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

## Registration Information

---

Type: Public Works  
Period: 07/01/2022 06/30/2023

## Contractor Information

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Contractor Name: DECOTECH SYSTEMS, INC.  
Trade Name:  
License Type Number: 1000003634

## Contractor Physical Address

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

## Contractor Mailing Address

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

## Contact Info

---

Daytime Phone:	Daytime Phone Ext.:
Mobile Phone:	Business Email: davidd@decotech.com
	Applicant's Email: dianep@decotech.com



# Workers' Compensation

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## Professional Employer Organization (PEO)

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Do you lease employees through Professional Employer Organization? No

## Workers' Compensation Overview

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Carrier: HARTFORD ACCIDENT AND  
INDEMNITY COMPANY

Inception Date: 07/01/2015

Policyholder Name: DECOTECH SYSTEMS, INC.

Expiration Date: July 1, 2022

Policy Number: 57WEZR6845

## Certification

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

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

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

I understand refunds are not authorized

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

I certify this on: 8:54 AM

## Legal Entity Information

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### Legal Entity Type: Corporation

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Name: DECOTECH SYSTEMS, INC.

17-098027



**Secretary of State  
Statement of Information**  
(California Stock, Agricultural  
Cooperative and Foreign Corporations)

17

SI-550

**FILED**  
Secretary of State  
State of California

NOV 20 2017

6/NF/CC

*This Space For Office Use Only*

**IMPORTANT** — Read instructions before completing this form.

**Fees (Filing plus Disclosure) – \$25.00;**

**Copy Fees** – First page \$1.00; each attachment page \$0.50;  
Certification Fee - \$5.00 plus copy fees

**1. Corporation Name** (Enter the exact name of the corporation as it is recorded with the California Secretary of State. Note: If you registered in California using an assumed name, see instructions.)

DECOTECH SYSTEMS, INC.

**2. 7-Digit Secretary of State File Number**

C2129957

**3. Business Addresses**

a. Street Address of Principal Executive Office - Do not list a P.O. Box 1180 MOUNT DIABLO BLVD	City (no abbreviations) WALNUT CREEK	State CA	Zip Code 94596
b. Mailing Address of Corporation, if different than Item 3a	City (no abbreviations)	State	Zip Code
c. Street Address of Principal California Office, if any and if different than Item 3a - Do not list a P.O. Box	City (no abbreviations)	State CA	Zip Code

**4. Officers**

The Corporation is required to list all three of the officers set forth below. An additional title for the Chief Executive Officer and Chief Financial Officer may be added; however, the preprinted titles on this form must not be altered.

<b>a. Chief Executive Officer/ DAVID</b>	First Name	Middle Name MARTIN	Last Name DICKSTEIN	Suffix
Address 3404 SILVER SPRINGS CT	City (no abbreviations) LAFAYETTE		State CA	Zip Code 94549
<b>b. Secretary KELLY</b>	First Name	Middle Name ROBERT	Last Name DEGEEST	Suffix
Address 5105 REDTAIL CT	City (no abbreviations) ANTIOCH		State CA	Zip Code 94531
<b>c. Chief Financial Officer/ SUZANNE</b>	First Name	Middle Name AILEEN	Last Name DICKSTEIN	Suffix
Address 3404 SILVER SPRINGS CT	City (no abbreviations) LAFAYETTE		State CA	Zip Code 94549

**5. Director(s)**

California Stock and Agricultural Cooperative Corporations ONLY: **Item 5a:** At least one name and address must be listed. If the Corporation has additional directors, enter the name(s) and addresses on Form SI-550A (see instructions).

<b>a. First Name DAVID</b>	Middle Name MARTIN	Last Name DICKSTEIN	Suffix
Address 1180 MOUNT DIABLO BLVD	City (no abbreviations) WALNUT CREEK		State CA Zip Code 94596
<b>b. Number of Vacancies on the Board of Directors, if any</b>	0		

**6. Service of Process** (Must provide either Individual OR Corporation.)

**INDIVIDUAL** – Complete Items 6a and 6b only. Must include agent's full name and California street address.

<b>a. California Agent's First Name (if agent is not a corporation) DAVID</b>	Middle Name MARTIN	Last Name DICKSTEIN	Suffix
<b>b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 180 MOUNT DIABLO BLVD</b>	City (no abbreviations) WALNUT CREEK		State CA Zip Code 94596

**CORPORATION** – Complete Item 6c only. Only include the name of the registered agent Corporation.

<b>c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b</b>
--

**7. Type of Business**

Describe the type of business or services of the Corporation  
TECHNOLOGY SALES & SERVICE

**8. The information contained herein, including in any attachments, is true and correct.**

11/17/2017

DAVID DICKSTEIN

PRESIDENT

Date

Type or Print Name of Person Completing the Form

Title

Signature

SI-550 (REV 01/2017)

2017 California Secretary of State  
www.sos.ca.gov/business/be

**ADDENDUM NO. 1**

October 31, 2022

**Security Improvement Projects  
OAKLAND UNIFIED SCHOOL DISTRICT  
OUSD PROJECT - Oakland International High School – Project No. 22154  
OUSD PROJECT Oakland Technical High School – Project No. 22133**

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

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

Addendum No. 1

Site diagrams attached to be added with this project.

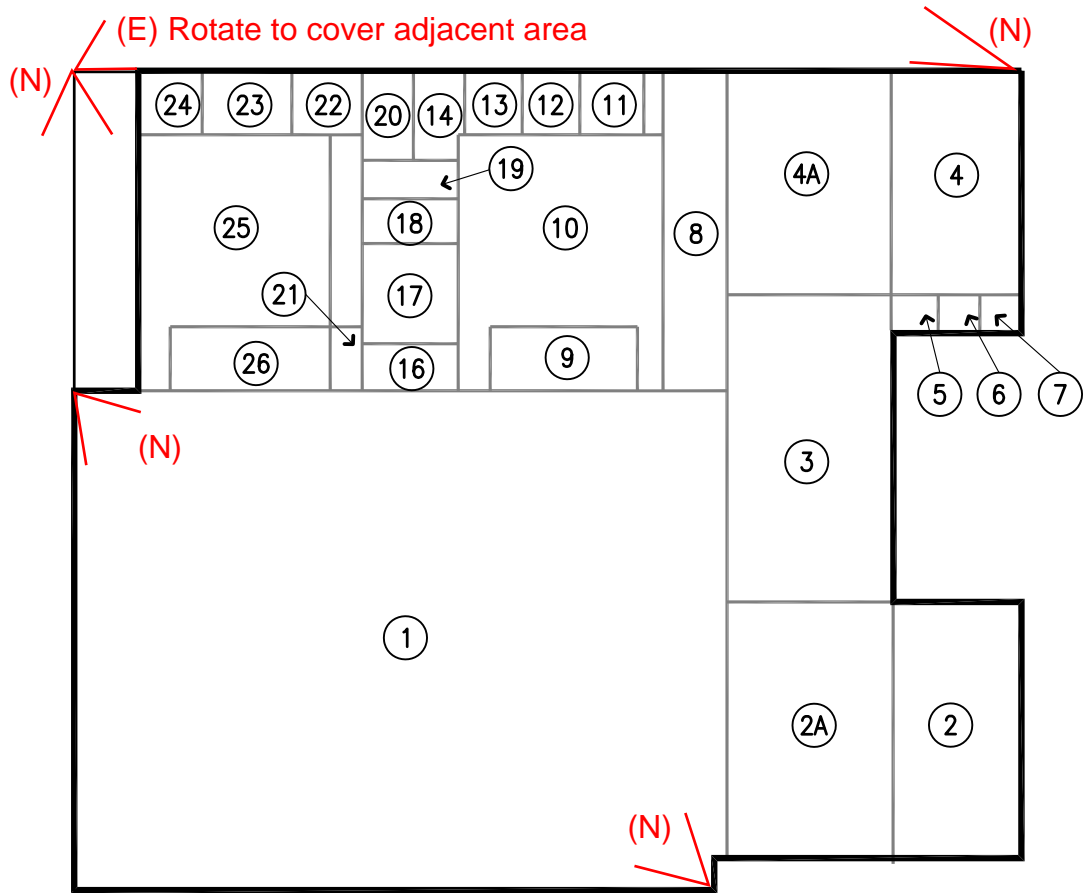
See attached diagrams

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

End of Addendum No. 1



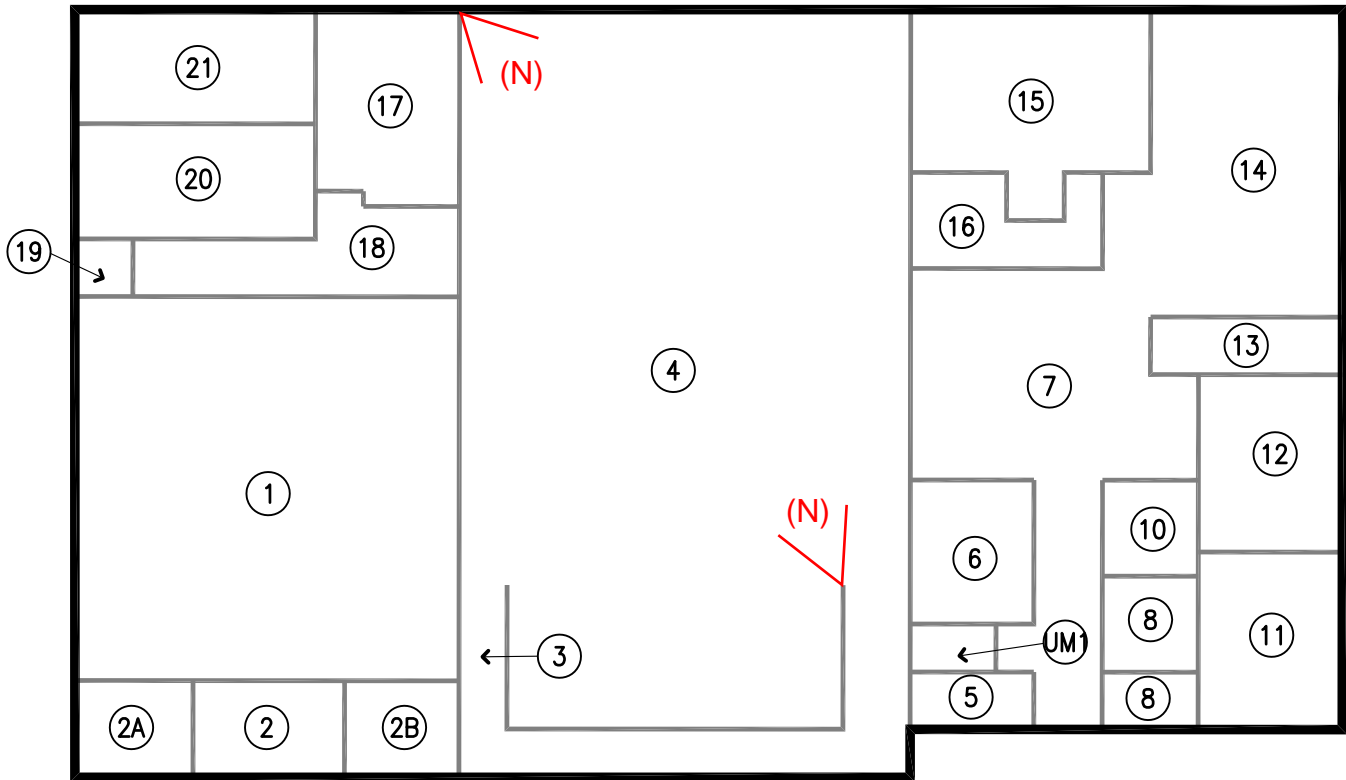
# New Camera Quantity on This Sheet: 4



BLDG E - 1ST FLOOR PLAN

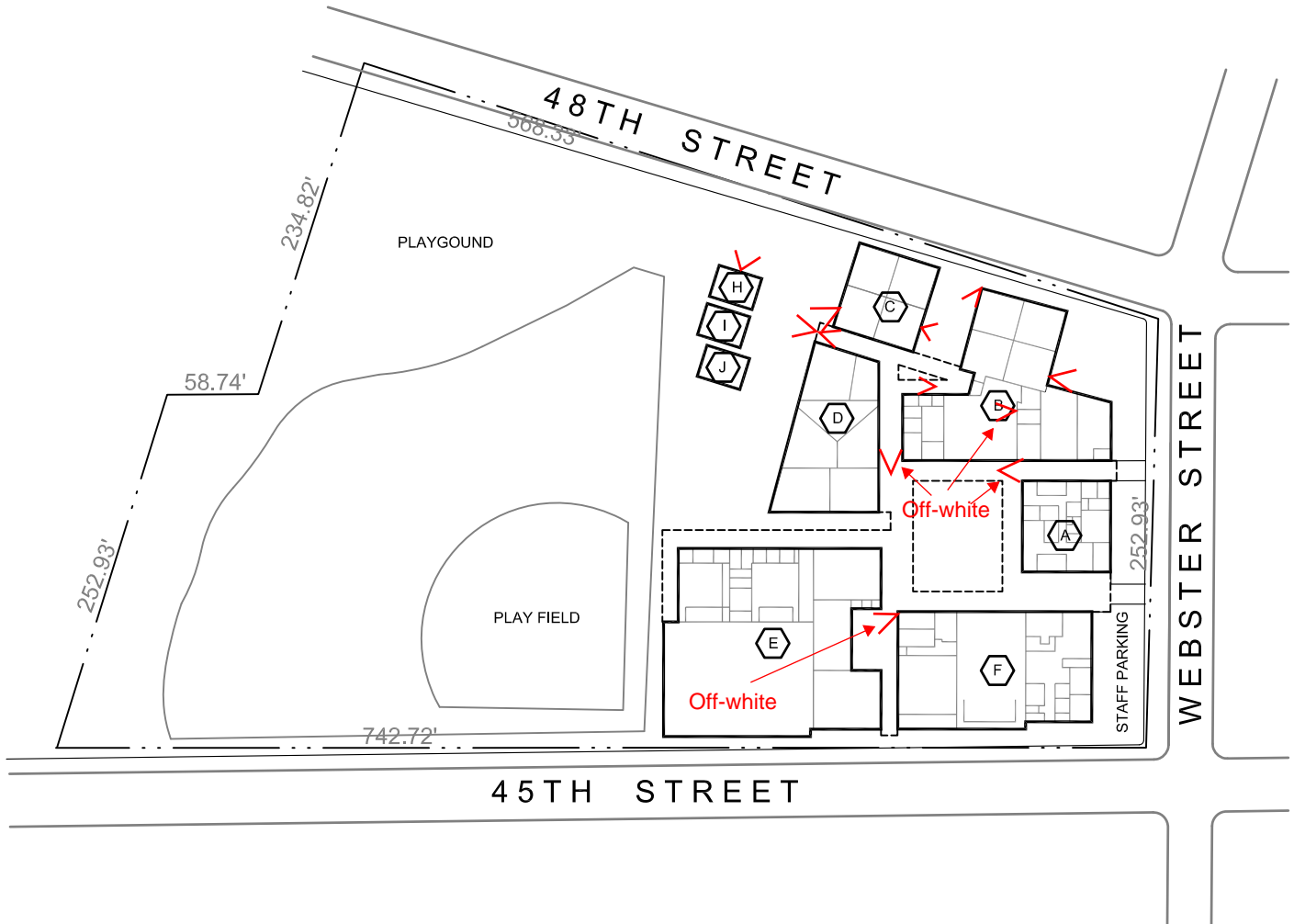


**New Camera Quantity on This Sheet: 2**



BLDG F - 1ST FLOOR PLAN

## Existing Cameras to be Removed



These older existing cameras to be removed are of unknown make and model. After removal, they should be disposed of as well. Quantities are as follows:

- 8 Silver cameras
- 4 Off-white cameras



## **Additional Scope Information**

### **Camera Replacements**

019 Baseball Field - Blurry

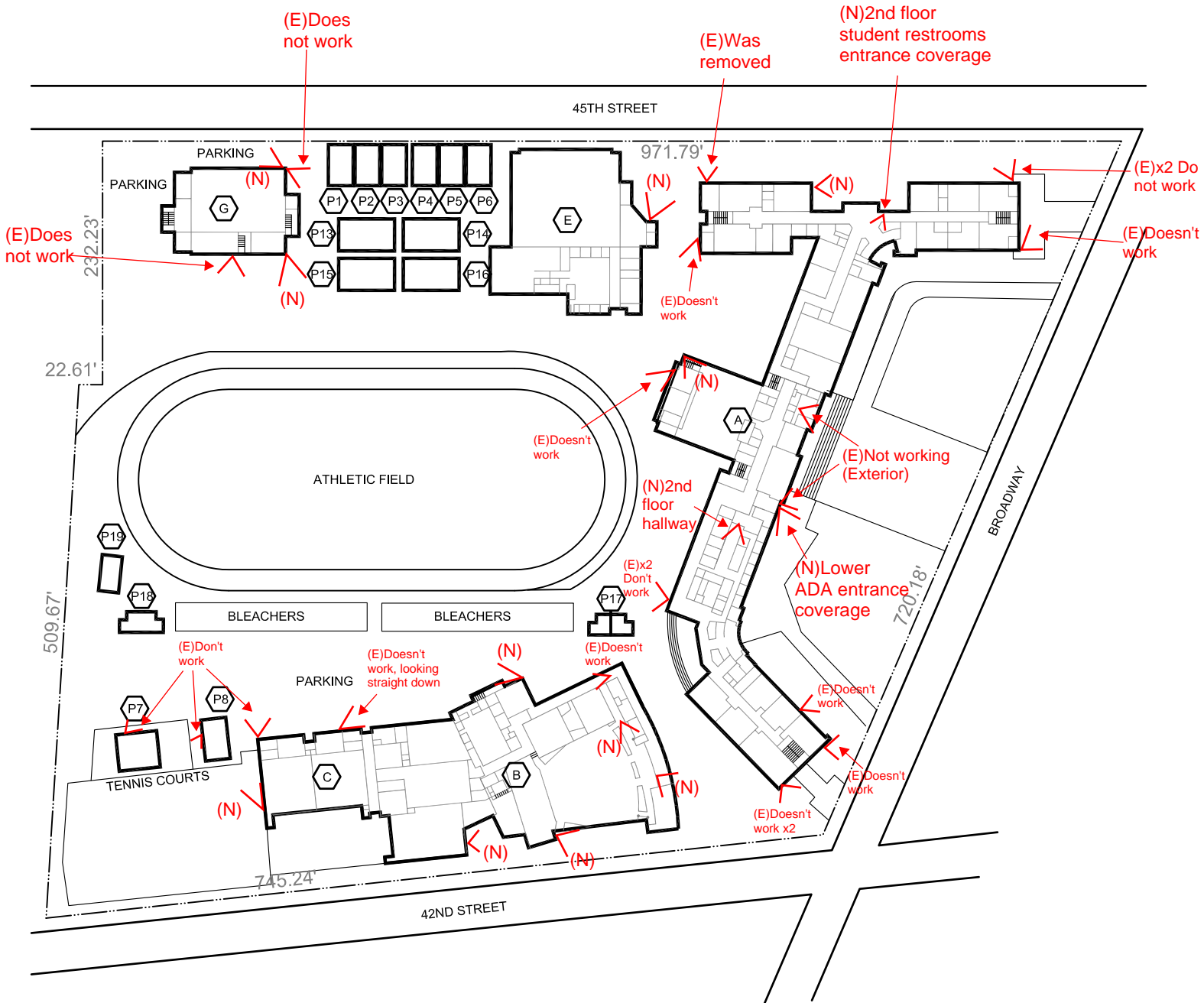
### **Maintenance Items**

013 Library - Focus

014 Outside Lab 9 - Adjust Angle



# New Camera Quantity on This Sheet: 14



## SITE PLAN

305 - OAKLAND TECHNICAL HIGH SCHOOL  
 4351 BROADWAY, OAKLAND, CA 94611-4612



Date: 1/18/2013

Scale: 1"=140'-0"

# Additional Scope Information

## Camera Replacements: 30

### **Blurry**

009 Cafeteria Courtyard  
103 Medal Doors Broadway Exit  
107 Treasures Office  
108 VP Hallway  
109 Main Doors  
111 MB 134  
113 MB PTZ 5  
114 ESL East Stairwell 1st Flr  
115 MB 142  
117 MB 129  
118 Basement OTX (Interior Corridor Door)  
118 Basement OTX (Exterior Double Doors)  
122 Cafeteria  
123 Alarm Room Door  
124 Basement Custodian Ramp  
126 2nd Floor Broadway Window  
127 2nd Floor 211  
128 2nd Floor 224  
129 Round Room 2  
Cisco CIVS-SENC-BP (10.99.71.203) - Camera 2

### **Dark**

049 Girl's Gym Dance Room  
106 Flag Pole

### **Black & White/Discolored**

130 2nd Floor 234  
052 Inside Auditorium  
120 Basement Broadway Exit  
116 MB 135 - Black screen  
119 Basement OTX 1 - Blue Screen

### **Poor Picture**

102 First Flr Rm 105  
110 Principle Parking Lot Exit  
112 MB PTZ 4

### **Other Notes**

There are 21 existing cameras which physically exist in the field, but do not work as shown on the site diagram. These cameras should be reviewed with OUSD and subsequently repaired, replaced or removed depending on what is reasonable given the scenario.

## Maintenance Items: 11

### **Vertical - Need to Rotate 90 Degrees**

007 42nd Ave  
025 45th Broadway Exit  
027 42nd Stairwell  
029 Medal Door Broadway Stairwell 1  
031 Medal Door Broadway Stairwell 2  
033 ESL Stairwell 1  
041 Shop 12  
045 Shop 11  
046 Shop 5  
019 42nd Broadway

125 2nd Floor 233 - **Out of Focus**

**ADDENDUM NO. 2**

November 3, 2022

**Security Improvement Projects  
OAKLAND UNIFIED SCHOOL DISTRICT  
OUSD PROJECT Oakland Technical High School – Project No. 22133**

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

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

Addendum No. 2

Additional site diagrams attached to be added with this project.

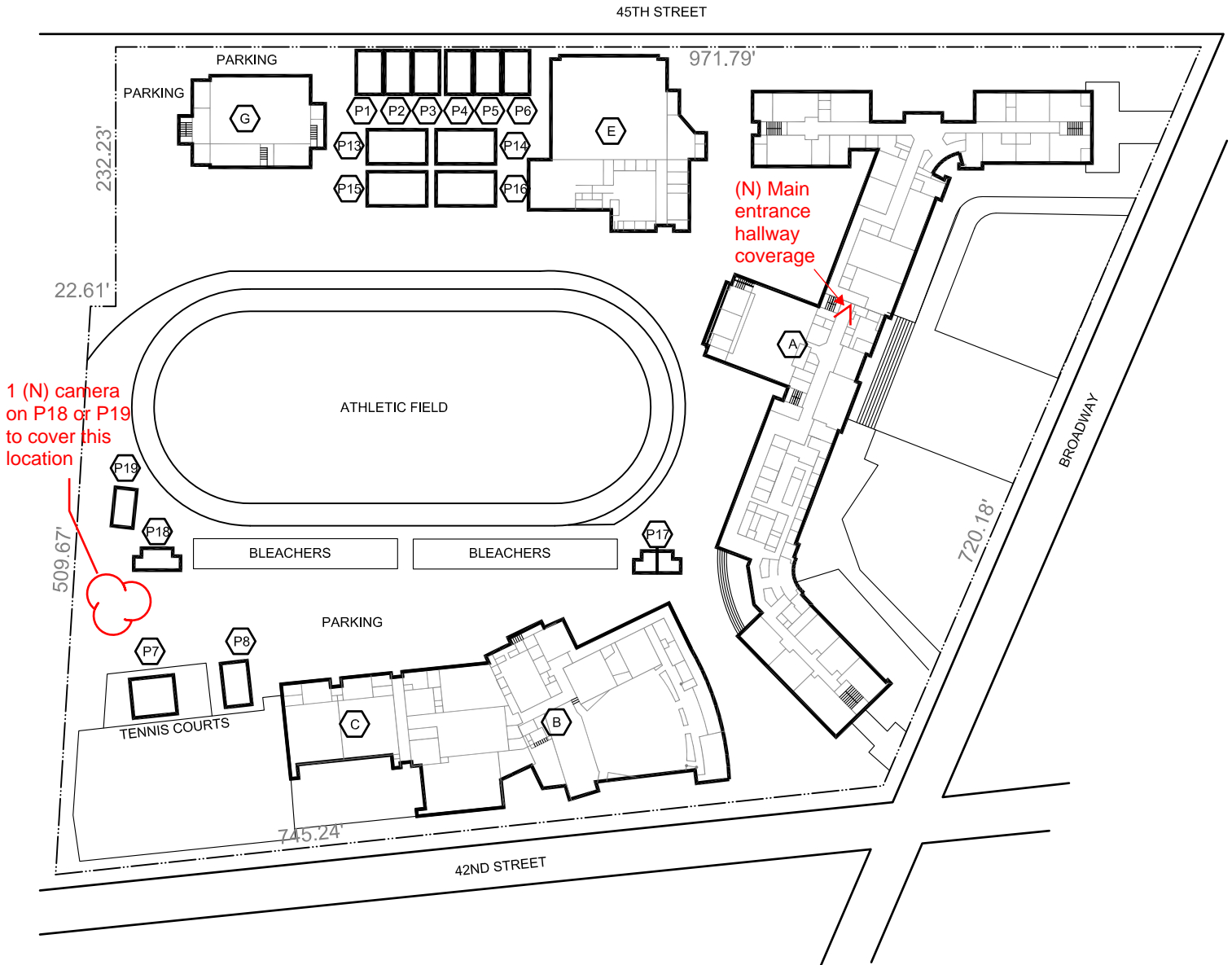
See attached diagrams

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

End of Addendum No. 2

# New Camera Quantity on This Sheet: 2

The cameras shown on this sheet are in addition to the initial site diagram issued via Bid Addendum No. 2 dated 11/3/2022.



## SITE PLAN

305 - OAKLAND TECHNICAL HIGH SCHOOL  
4351 BROADWAY, OAKLAND, CA 94611-4612



Date: 1/18/2013

Scale: 1"=140'-0"

**ADDENDUM NO. 3**

November 7, 2022

**Security Improvement Projects  
OAKLAND UNIFIED SCHOOL DISTRICT  
OUSD PROJECT Oakland Technical High School – Project No. 22133**

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

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

Addendum No. 3

Reference No 1: The Bid Opening date is being extended to November 17<sup>th</sup>, 2022, with bids to be received by 2:00 p.m.

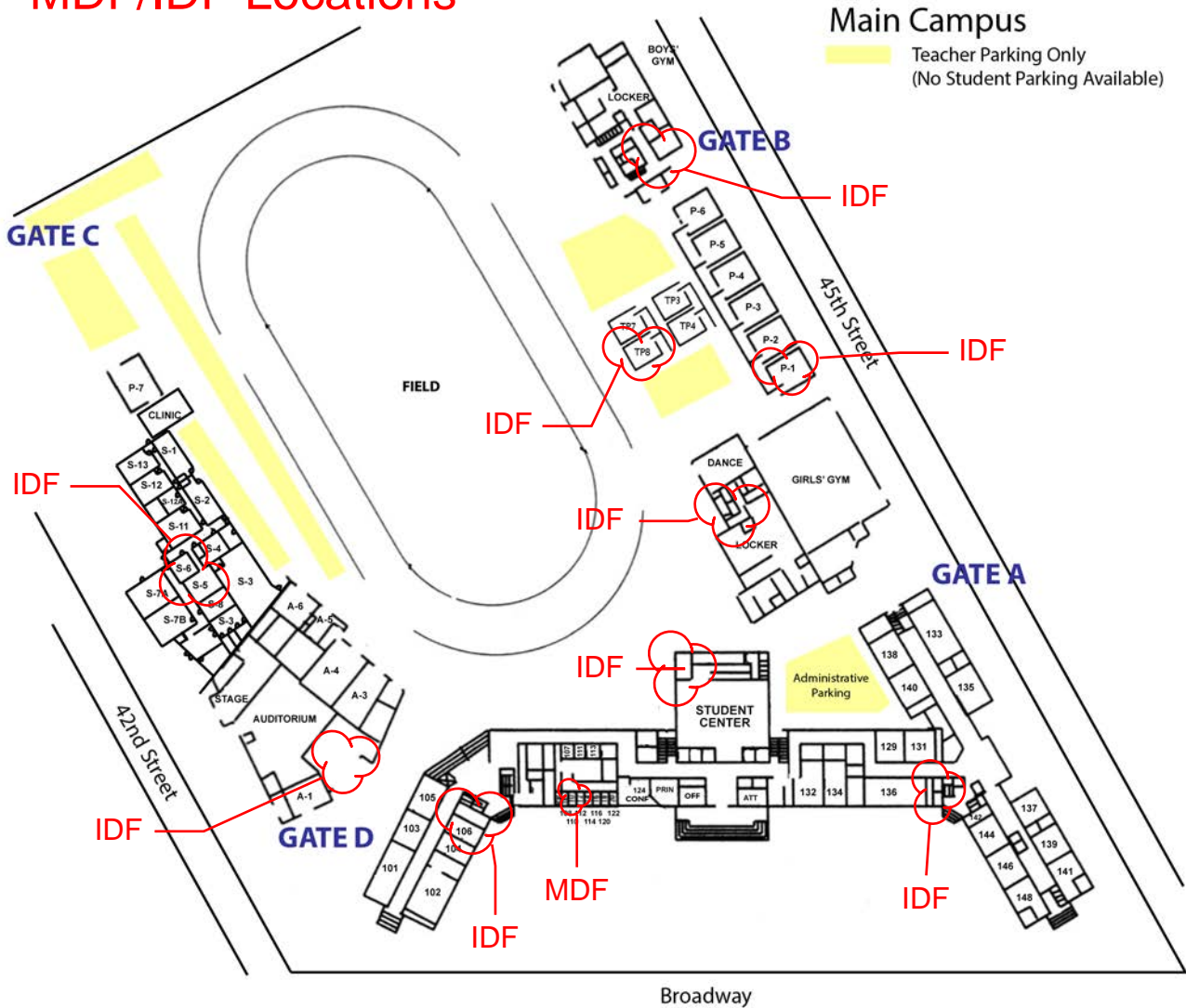
Reference No 2: Additional Site Diagrams to be added to this project.

See attached Revised Bid Cover Sheet & Site Diagrams.

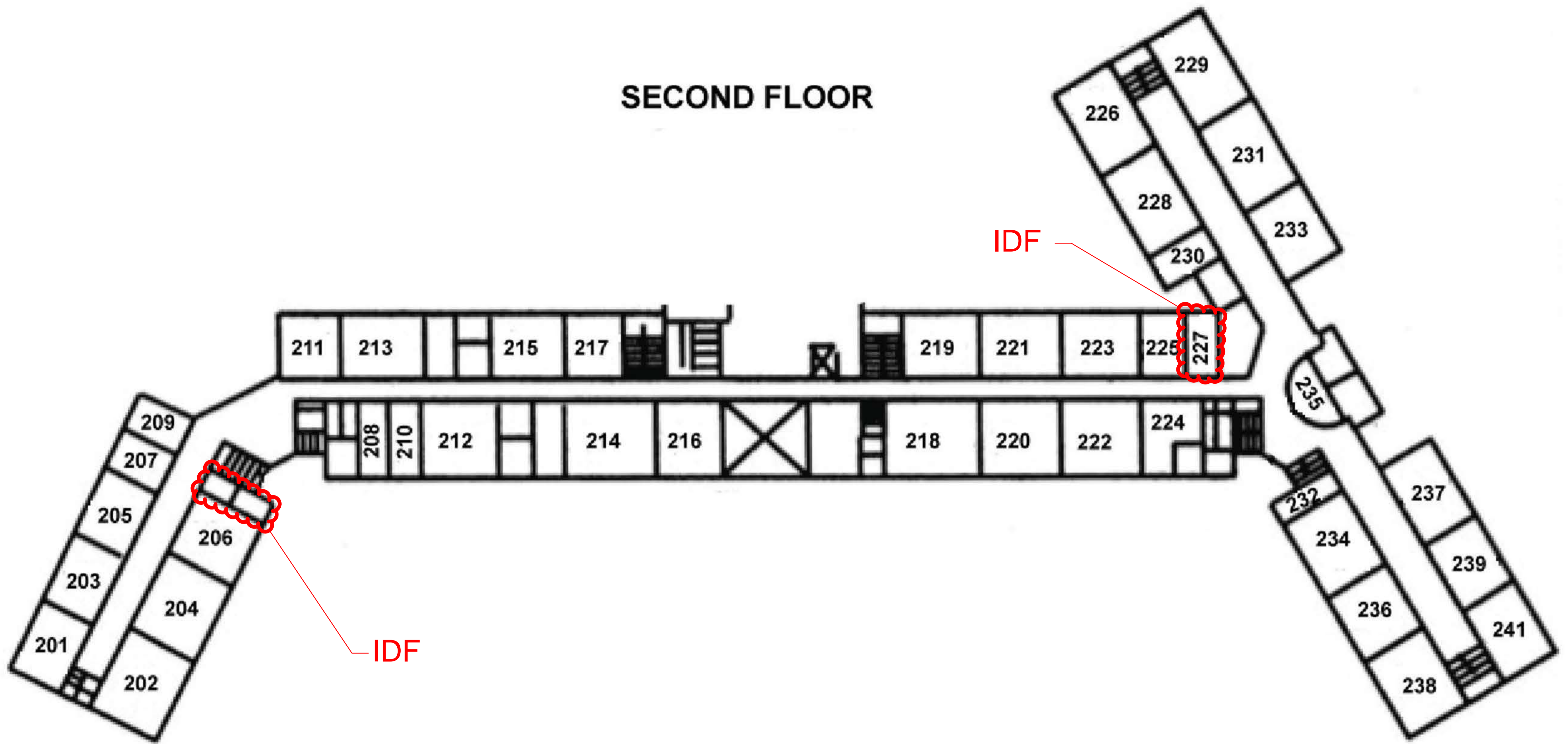
**RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON  
THE FORM OF PROPOSAL**

End of Addendum No. 3

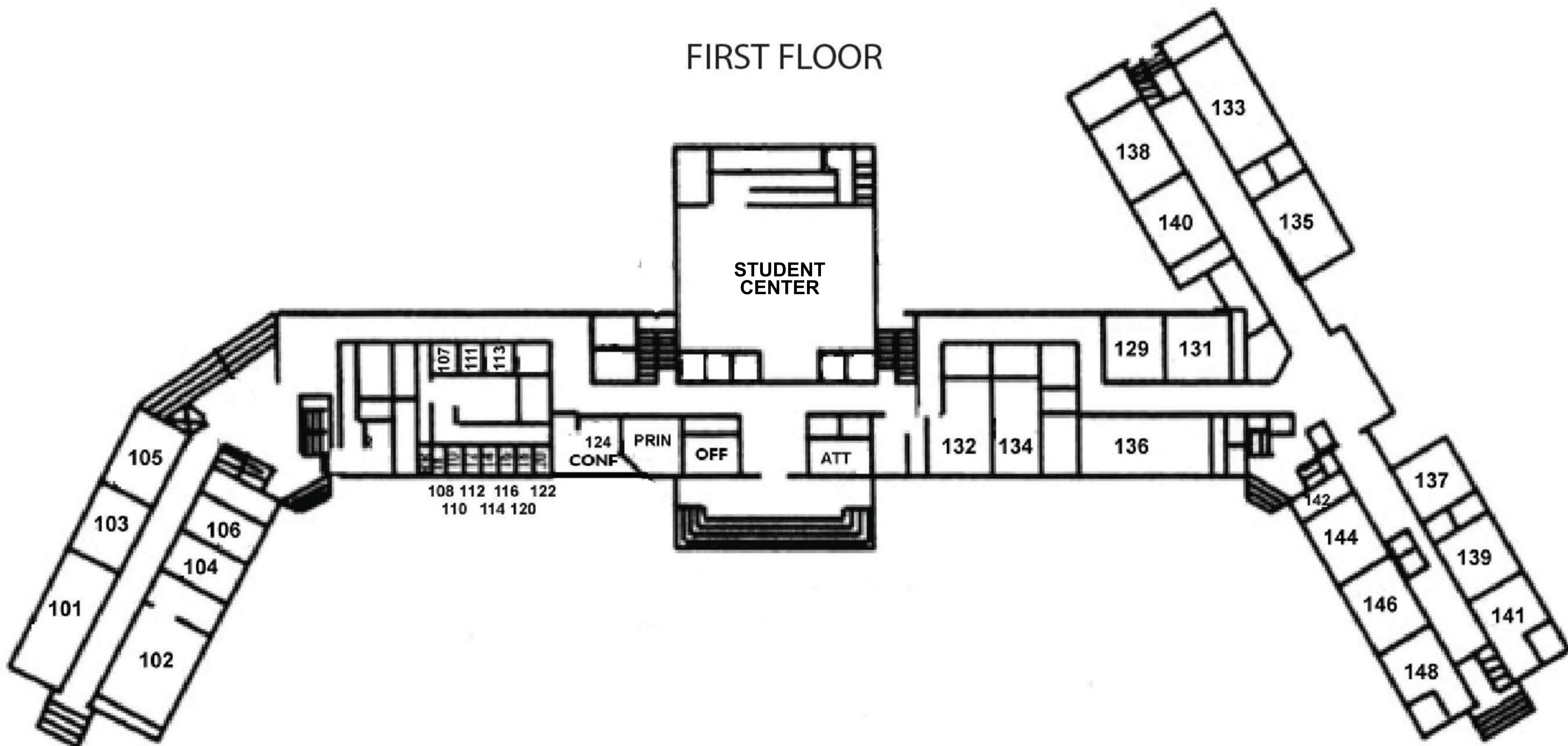
# MDF/IDF Locations

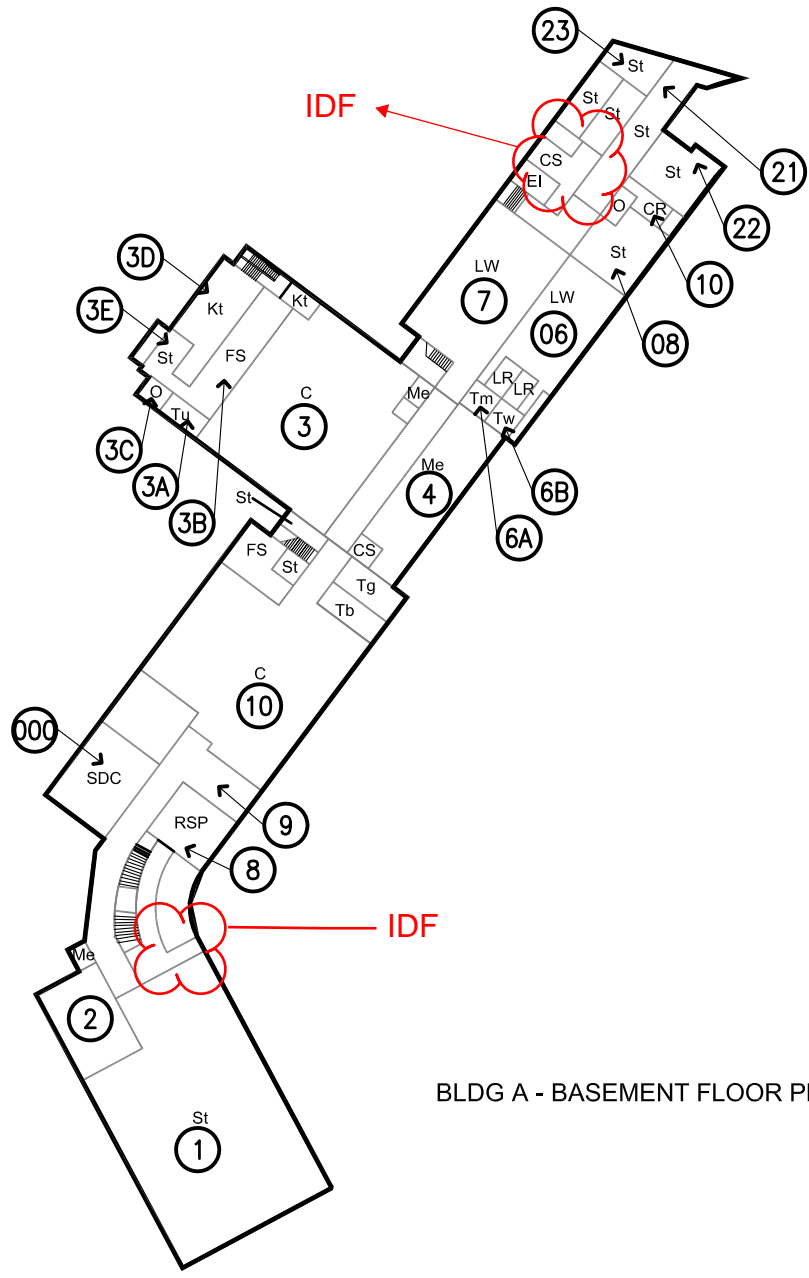


# SECOND FLOOR



# FIRST FLOOR





BLDG A - BASEMENT FLOOR PLAN









# Certification Diploma

**Manny Myerson**

Milestone **Certified** Integration Technician

**Date:** September 19, 2022



**milestone**

**CERTIFIED**  
INTEGRATION  
TECHNICIAN

**Evan Stuckless**

Director, Learning & Performance

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

Notice is hereby given that the Oakland Unified School District (hereinafter referred to as “Owner”) will receive sealed bids prior to the date and time stated for the Bid Opening for the award of a contract to construct the (“Contract”), **Project No. 22154 and Project No. 22133**

**Security Improvement Projects**

Oakland International High School – **Project No. 22154**  
4521 Webster Street, Oakland, CA. 94609

and

Oakland Technical High School – **Project No. 22133**  
4351 Broadway, Oakland, CA. 94611

**Project consists of:**

Scope of work includes but not limited to Installation, replacement and repair of surveillance cameras at two sites -Oakland International HS and Oakland Technical HS. Oakland International HS includes approximately 13 new, 2 replacements and 6 repairs. Oakland Technical HS includes approximately 14 new, 51 replacements and 11 repairs. All cameras shall be programmed and integrated into Milestone XProtect software. The successful bidder shall have at least 5 years K12 experience, Milestone certification prior to bid opening, and in-house networking staff. OUSD will provide servers if required, as well as Milestone licenses. Typical camera unit to be installed shall be Hanwha Wisenet QNV-8080R.

**Engineer’s Estimate:** Oakland International High School - **\$30,000.00**

**Engineer’s Estimate:** Oakland Technical High School - **\$125,000.00**

**Project Manager** is Kyle Brower, who can be reached at: [kyle.brower@ousd.org](mailto:kyle.brower@ousd.org) and/or: 510-459-1809.

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

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

This Contract is subject to the District’s Project Labor Agreement.

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

Bid Documents will be available on or after November 1, 2022, for review & pick-up at **East Bay Blue Print, located at 1745 14<sup>th</sup> Avenue, Oakland, CA 94606**. All requests should be addressed Attention: Sandy Petty. Plans can be ordered by:

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

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

Builder's Exchange of Alameda County  
McGraw Hill Construction Data  
San Francisco Builder's Exchange

Reed Construction Market Data  
Contra Costa Builder's Exchange  
Marin Builder's Exchange

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

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

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

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

on **November 10, 2022** before 2:00 p.m. on the clock designated by the Owner or its representative as the bid clock, after which time the bids shall be opened. No bid will be accepted by the Owner after this time. Facsimile (FAX) copies of the bid will not be accepted. PLEASE NOTE: DUE TO COVID-19 BIDS WILL NOT BE OPENED. BID RESULTS WILL BE MADE AVAILABLE VIA EMAIL.

**A voluntary pre-bid site visit** will be held on **November 3, 2022, at 2:00 p.m.**, at Front entrance of the Oakland International High School site and Oakland Technical High School

will follow. Bidders who will be attending the site visit will be asked to sign in.

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

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

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

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

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

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

Advertise:	1 <sup>st</sup> Publication Date	October 20, 2022
	2 <sup>nd</sup> Publication Date	October 27, 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2022

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).

<b>PRODUCER</b> Nixon Insurance Agency aff. of Atlantic-Pacific Ins. 396 Civic Drive, #A Pleasant Hill, CA 94523 Chris Nixon, CIC, CPCU	<b>925-521-1601</b>		<b>CONTACT NAME:</b> Alexa Perfecto, CLCS	
			<b>PHONE (A/C, No, Ext):</b> 925-521-1601	<b>FAX (A/C, No):</b> 925-521-1608
			<b>E-MAIL ADDRESS:</b> aperfecto@nixoninsuranceagency.com	
<b>INSURER(S) AFFORDING COVERAGE</b>				<b>NAIC #</b>
<b>INSURER A:</b> Sentinel Ins Company Ltd				<b>11000</b>
<b>INSURER B:</b> Trumbull Insurance Company				<b>00914</b>
<b>INSURER C:</b> Hartford Accident & Indemnity				<b>22357</b>
<b>INSURER D:</b>				
<b>INSURER E:</b>				
<b>INSURER F:</b>				

**INSURED**  
 DecoTech Systems, Inc.  
 Dave Dickstein  
 1180 Mt. Diablo Blvd., #300  
 Walnut Creek, CA 94596

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER: 1**

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:			57UUNZC8139	09/02/2022	09/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			57UENBB6633	09/02/2022	09/02/2023	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 <input checked="" type="checkbox"/> RETENTION \$ 10,000			57RHUZC8175	09/02/2022	09/02/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57WEZR6845	07/01/2022	07/01/2023	<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
A	Installation			57UUNZC8139	09/02/2022	09/02/2023	Per Loc. 250,000 Agg Limit 250,000

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

**RE Work Performed**  
Oakland Unified School District, its Governing Board, Officers, Agents, Employees & Volunteers are added as Additional Insured w/primary wording as respects General Liability coverage per HG0001 attached.  
Cancellation Clause is as per IL00171198 attached.

**CERTIFICATE HOLDER**                      **CANCELLATION**

<b>OAKLA27</b>  Oakland Unified School District 1000 Broadway #440 Oakland, CA 94607	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 Chris Nixon, CIC, CPCU
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## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

**Project Information**

<b>Project Name</b>	Oakland International High School and Oakland Technical High School Security Improvement	<b>Site</b>	353/305
---------------------	--	-------------	---------

**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.**

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

**Contractor Information**

<b>Contractor Name</b>	DecoTech Systems	<b>Agency's Contact</b>	David Dickstein		
<b>OUSD Vendor ID #</b>	001325	<b>Title</b>	President		
<b>Street Address</b>	1180 Mt. Diablo Blvd	<b>City</b>	Walnut Creek	<b>State</b>	CA
<b>Telephone</b>	925-954-1520	<b>Policy Expires</b>			
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>OUSD Project #</b>	22154/22133				

**Term of Original/Amended Contract**

<b>Date Work Will Begin (i.e., effective date of contract)</b>	1-26-2023	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	4-25-2023
		<b>New Date of Contract End (If Any)</b>	

**Compensation/Revised Compensation**

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$ 211,500.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

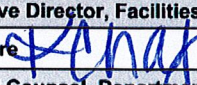
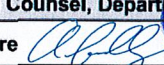
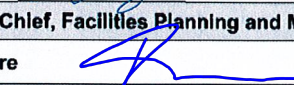
**Budget Information**

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9919	Fund 21 Measure Y	210-9655-0-9919-8500-6274-353-9180-9906-9999-22154	6274	\$211,500.00

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

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

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