

Board Office Use: Legislative File Info.	
File ID Number	23-2038
Introduction Date	10-11-2023
Enactment Number	23-1777
Enactment Date	10/11/2023 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer, Division of Facilities Planning and Management

Board Meeting Date October 11, 2023

Subject Change Order No. 1 Agreement Between Owner and Contractor – DecoTech Systems – La Escuellita Education Center and Dewey Academy Security Improvement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Change Order No. 1 to the Agreement Between Owner and Contractor by and between the District and DecoTech Systems, Walnut Creek, CA., for the later to provide modifications for 19 cameras by replacing patch cables, for the **La Escuellita Education Center and Dewey Academy Security Improvement Project**, in the amount of **\$1,220.74**, increasing the contract price from **\$190,500.00** to **\$191,720.74**, pursuant the Change Order.

Discussion This Change Order is for La Escuellita Education Center and Dewey Academy Security Improvement.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of Change Order No. 1 to the Agreement Between Owner and Contractor by and between the District and DecoTech Systems, Walnut Creek, CA., for the later to provide modifications for 19 cameras by replacing patch cables, for the La Escuellita Education Center and Dewey Academy Security Improvement Project, in the amount of \$1,220.74, increasing the contract price from \$190,500.00 to \$191,720.74, pursuant the Change Order.

Fiscal Impact Fund 21 Building Funds Measure B

Attachments

- Change Order No. 1 and Other Documents
- Routing Form
- File ID 23-1037

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728

CHANGE ORDER

For Design-Bid-Build Contract

Owner: Oakland Unified School District
Project: LEEC & Dewey Academy Security Improvement
School: La Escuelita Education Center
Contractor: DecoTech Systems

Change Order No.: 1

Date: September 12, 2023

DSA File No.: N/A
DSA Application No.: N/A
OUSD Project #: 23101
Project Manager: Kyle Brower

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary): During construction, owner and contractor reviewed pre-existing cameras and agreed to replace patch cables and provide necessary networking modifications to 19 cameras for consistency. The added cost includes labor and material. This change exhausts the allowance amount and the remaining amount is covered via this Change Order 1.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$1,220.74

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

{SR840743}

Revised 8/13/23

23101 LEEC & Dewey Academy
Security Improvement Project
Change Order No. 1
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OAKLAND UNIFIED SCHOOL DISTRICT

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SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	\$190,500.00
Prior Change Orders:	+ \$0
Total Contract Price Prior to this Change Order	= \$190,500.00
This Change Order's Adjustment:	+ \$1,220.74
Adjusted Contract Price (include all special and contingency allowances):	= \$191,720.74

Current Change Order's Percentage of Original Contract Price:	0.64%
Total Change Orders' Percentage of Original Contract Price:	0.64%

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

SUMMARY OF ADJUSTMENTS TO 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
Start Date per Notice to Proceed:	June 15, 2023
Completion Deadline Based on Adjusted Contract Time:	September 12, 2023

OAKLAND UNIFIED SCHOOL DISTRICT


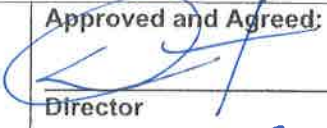
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The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor 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.

Approved: Architect of Record N/A <hr/> Print Name: N/A <hr/> Signature:	Approved and Agreed: General Contractor  <hr/> Print Name: David Dickstein <hr/> Signature: 9/13/2023	Approved and Agreed:  <hr/> Director 9.13.23 <hr/> Date:
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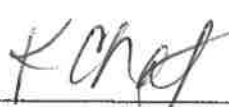
(SR840743)

Revised 8/13/23

23101 LEEC & Dewey Academy
Security Improvement Project
Change Order No. 1
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OAKLAND UNIFIED SCHOOL DISTRICT

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<p>Date:</p> <p><u>Approved as to Form:</u></p> <p>_____ OUSD Facilities Counsel</p> <p>Date:</p>	<p>Date: _____</p>	<p> _____ Executive Director</p> <p><u>9/13/2023</u> Date:</p>
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Mike Hutchinson, President, Board of Education 10/12/2023



Kyla Johnson Trammell, Secretary, Board of Education 10/12/2023

OAKLAND UNIFIED SCHOOL DISTRICT

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

(Proposed Change Order) No. 1

PROJECT: Security Improvement Project
La Escuelita Education Center & Dewey Academy Schools

DATE: AUGUST 30, 2023

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR: DECOTECH SYSTEMS
1180 Mt Diablo Blvd.
Walnut Creek, CA 94596

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 23101
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, owner and contractor reviewed existing cameras and agreed to replace patch cables and provide necessary networking modifications to 19 cameras for consistency. The added cost includes labor and material. This change exhausts the allowance amount and the remaining amount is being covered via Change Order 1.

OTHER PROPOSED CHANGES TO THE CONTRACT:
None

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$1,220.74

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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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 LEEC & Dewey Academy 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 Oakland Unified School District [public entity name] regarding this Contract (such COR being dated August 18, 2023, and entitled Change Order 1 and requesting \$1,220.74 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 August 30, 2023, at Oakland, California.

 [signature]

David Dickstein [name of declarant]

OAKLAND UNIFIED SCHOOL DISTRICT

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ALLOWANCE EXPENDITURE DIRECTIVE NO. 3

For the La Escuelita Education Center and Dewey Academy Security Improvement ALLOWANCE

PROJECT: Security Improvement Project
LEEC & Dewey Academy Schools

DATE: AUGUST 30, 2023

DSA FILE NO.: N/A

DSA APP NO.: N/A

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

OUSD PROJECT #: 23101

CONTRACTOR: DECOTECH SYSTEMS

PROJECT MANAGER: Kyle Brower

If not previously directed, the Contractor is hereby directed to perform the Work described in this allowance expenditure directive and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs. **Any request for a time extension for such work must be separately processed** via contract procedures and a change order.

DESCRIPTION OF AGREED CHANGES IN LLB WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs, or include a detailed description of the changes): During construction, owner and contractor reviewed existing cameras and agreed to replace patch cables and provide necessary networking modifications to 19 cameras for consistency. The added cost includes labor and material. This change exhausts the allowance amount and the remaining amount is covered via Change Order 1.

AGREED ALLOWANCE EXPENDITURE FOR THIS LLB WORK: \$3,647.62

SUMMARY OF ADJUSTMENTS TO LLB ALLOWANCE:

Original Amount of Allowance:	<u>\$16,500.00</u>
Board-Approved Changes to Allowance:	<u>\$0</u>
Previous Allowance Expenditure Directives:	<u>\$12,852.38</u>
This Allowance Expenditure Directive:	<u>\$3,647.62</u>
Remaining Amount of Allowance:	<u>\$0</u>


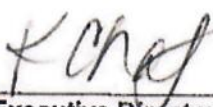

THE COMPENSATION SET FORTH IN THIS DIRECTIVE COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR UPON COMPLETION OF THE WORK DESCRIBED, INCLUDING EXTRA WORK, AND IMPACT ON UNCHANGED WORK. ACCEPTANCE BY CONTRACTOR OF THIS DIRECTIVE CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL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

AS TO THE SCOPE OF THIS DIRECTIVE, 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**

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728

<p>Date:</p> <p>Approved as to Form:  _____ OUSD Facilities Counsel</p> <p>Date: 9/14/23</p>	<p>Date: _____</p>	<p> </p> <p>_____ Executive Director</p> <p>Date: 9/13/2023</p>
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{SR840743}

Revised 8/13/23

4854-2295-7943, v. 1

23101 LEEC & Dewey Academy
Security Improvement Project
Change Order No. 1
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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	La Escuelita Educational Complex and Dewey Academy Security Improvement Project	Site	121 & 310
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Basic Directions

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

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

Contractor Name	DecoTech Systems	Agency's Contact	David Dickstein		
OUSD Vendor ID #	001325	Title	Owner		
Street Address	1180 Mt. Diablo Blvd.	City	Walnut Creek	State	CA
Telephone	925-954-1520	Policy Expires	Zip	94596	
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	23101				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-15-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	9-12-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 1,220.74
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9799/9922	Fund 21, Measure B	210-9799-0-9922-8500-6274-121-9180-9901-9999-23101	6274	\$1,220.74

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management	Signature	[Signature]		
		Date Approved	9-15-23		
2.	General Counsel, Department of Facilities Planning and Management	Signature	[Signature]		
		Date Approved	9/14/23		
3.	Chief Systems and Services Officer, Facilities Planning and Management	Signature	[Signature]		
		Date Approved	9/15/23		
4.	Chief Financial Officer	Signature	[Signature]		
		Date Approved			
5.	President, Board of Education	Signature	[Signature]		
		Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	23-0987
Introduction Date	5/24/2023
Enactment Number	23-1054
Enactment Date	5/24/2023 CJH



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Kenya Chatman, Executive Director, Division of Facilities Planning and Management

Board Meeting Date May 24, 2023

Subject Agreement Between Owner and Contractor – DecoTech Systems, Inc. La Escuelita Educational Complex and Dewey Academy School Security Improvement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District and DecoTech Systems, Inc.**, Walnut Creek, California, for the latter to provide installation of 36 new cameras, replacement of 2 existing cameras, and maintenance of 8 cameras at La Escuelita Educational Complex; and installation of 3 new cameras, replacement of 10 existing cameras, and maintenance of 1 camera at Dewey Academy. The selected vendor will be responsible for the installation of all cameras and Milestone programming upon completion. 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. This is a design build project and will require as-builts upon completion, for the **La Escuelita Educational Complex and Dewey Academy Security Improvement Project**, in the amount of **\$190,500.00**, which includes contingency allowance totaling **\$16,500.00**, as the lowest responsive bidder, with the work anticipated to commence on **May 25, 2023**, and scheduled to last for ninety days (90), with an anticipated ending of **August 22, 2023**.

Discussion The scope of work of the contract consists of installation, replacement of surveillance cameras for the La Escuelita Educational Complex and Dewey Academy Security Improvement Project. Contractor was selected through competitive bidding. (Public Contract Code § 22037.)

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District and DecoTech Systems, Inc.**, Walnut Creek, California, for the latter to provide installation of 36 new cameras, replacement of 2 existing cameras, and maintenance of 8 cameras at La Escuelita Educational Complex; and installation of 3 new cameras, replacement of 10 existing cameras, and maintenance of 1 camera at Dewey Academy. The selected vendor will be responsible for the installation of all cameras and Milestone programming upon completion. 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. This is a design build project and will require as-builts upon completion, for the **La Escuelita Educational Complex and Dewey Academy Security Improvement Project**, in the amount of **\$190,500.00**, which includes contingency allowance totaling **\$16,500.00**, as the lowest responsive bidder, with the work anticipated to commence on **May 25, 2023**, and scheduled to last for ninety days (90), with an anticipated ending of **August 22 2023**.

Fiscal Impact

Fund 21 Building Funds, Measure B

Attachments

- Contract Justification Form
- Agreement, Bonds, and Other Contract Documents
- Certificate of Insurance
- Routing Form



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

9Legislative File ID No. 23-1037

Department: Facilities Planning and Management

Vendor Name: DecoTech Systems, Inc.

Project Name: La Escuelita Educational Complex and Dewey Academy Security Improvement Project

Project No.: 23101

Contract Term: Intended Start: May 25, 2023

Intended End: August 22, 2023

Total Cost Over Contract Term: \$190,500.00

Approved by: Kenya Chatman

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. to provide installation of 36 new cameras, replacement of 2 existing cameras, and maintenance of 8 cameras at La Escuelita Educational Complex: and installation of 3 new cameras, replacement of 10 existing cameras, and maintenance of 1 camera at Dewey Academy. The selected vendor will be responsible for the installation of all cameras and Milestone programming upon completion. 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, for the La Escuelita Educational Complex and Dewey Academy.

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 **May 25, 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

the La Escuelita Educational Complex, 1050 2nd Avenue, Oakland, 94606 and Dewey Academy, 1111 2nd Avenue, Oakland, CA. 94606,

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

OUSD, 955 High Street, Oakland, California, 94601, 510-535-7044.,

and other Contract Documents relating thereto.

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

This contract is subject to the District’s Project Labor Agreement, dated June 16, 2021, which is available to upload found by going to the OUSD home page: ousd.org > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

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 days (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 **May 25, 2023**, in which case the deadline for Completion would be **August 22, 2023**.

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

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

Accordingly, the parties agree that \$500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that \$500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the

Agreement Between Owner and Contractor Over \$60,000 – DecoTech Systems, Inc. – La Escuelita Educational Complex and Dewey Academy Security Improvement Project - \$190,500.00
{SR799843}

Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

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

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

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

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **ONE HUNDRED NINETY THOUSAND FIVE HUNDRED DOLLARS NO/100 (\$190,500.00)** 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 a general contingency allowance of **\$\$SIXTEEN THOUSAND FIVE HUNDRED DOLLARS NO/100 (\$16,500.00)** 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

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

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

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

ARTICLE VII. PREVAILING WAGES.

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

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall

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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

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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 \$2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT.

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

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

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

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XV. BINDING EFFECT.

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

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.

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

ARTICLE XVII. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

ARTICLE XIX. WRITTEN NOTICE.

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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

The Owner is using State of California funds for this Contract, and therefore Contractor must comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

CONTRACTOR:
DECOTECH SYSTEMS, INC

Signature:  _____

Name: David Dickstein Date: 5/15/23


(Chairman, Pres., or Vice-Pres. President _____)

Signature  _____

Name: Kelly DeGeest Date: 5/15/23

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

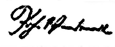
OAKLAND UNIFIED SCHOOL DISTRICT



Mike Hutchinson, President, Board of Education

5/25/2023


Date



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

5/25/2023

Date

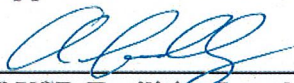


**Kenya Chatman, Executive Director,
Facilities Planning and Management**

4/20/2023

Date

Approved As To Form:



OUSD Facilities Legal Counsel **4/18/23**
Date

862324
CALIFORNIA CONTRACTOR'S
LICENSE NO.

8/31/2023
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: 57BSBII9621

KNOW ALL MEN BY THESE PRESENTS that we, DecoTechSystems, Inc., as Principal, and Hartford Fire Insurance 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 One Hundred Ninty Thousand Five Hundred Dollars (\$190,500) 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 May 11, 2023, for construction of

The La Escuelita Ed. Complex & Dewey Academy Security Improvement Project consists of but is not limited to installation of 36 new cameras, replacement of 2 existing cameras, and maintenance of 8 cameras at La Escuelita Educational Complex; and installation of 3 new cameras, replacement of 10 existing cameras, and maintenance of 1 camera at Dewey Academy. The selected vendor will be responsible for the installation of all cameras and Milestone programming upon completion. 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 NV-8080R. This is a design build project and will require as-builts upon completion. (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 11th day of April, 2023, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.


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

(Affix Corporate Seal)



(Affix Corporate Seal)

(Affix Corporate Seal)

By: 
(Individual Principal)

DecoTech Systems, Inc.
(Corporate Principal)

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

Hartford Fire Insurance Company
(Corporate Surety)


One Hartford Plaza
Hartford, CT 06155
(Business Address)

By: 
Attorney-In-Fact, Alexa Perfecto

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

The total amount of premium charged is \$2,858.

The above must be filled in by Corporate Surety.

APR 11 2023
SEE ATTACHED
NOTARIAL CERTIFICATE 

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.

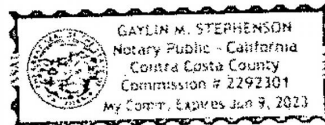
State of California
County of Contra Costa)

On 4/11/2023 before me, GAYLIN M STEPHENSON, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Aloja 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

[Handwritten 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

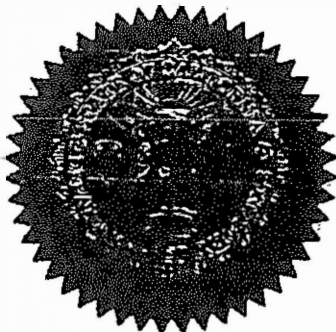
THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

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. Brown
Insurance Commissioner
Victoria S. Sidbury
Victoria S. 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

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 attested 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: 57BSBII9621

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Hartford Fire Insurance Company, 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

La Escuelita Ed. Complex & Dewey Academy Security Improvement Project, the scope consists of but not limited to: installation of 36 new cameras, replacement of 2 existing cameras, and maintenance of 8 cameras at La Escuelita Educational Complex; and installation of 3 new cameras, replacement of 10 existing cameras, and maintenance of 1 camera at Dewey Academy. The selected vendor will be responsible for the installation of all cameras and Milestone programming upon completion. 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. This is a design build project and will require as-builts upon completion.

which said agreement dated May 11, 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 One Hundred Ninty Five Thousand Dollars (\$190,500) 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.

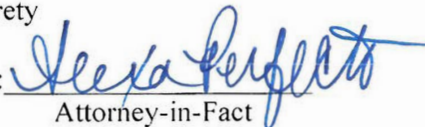
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 11th day of April, 2023.


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

By: 

Principal
DecoTech Systems, Inc.

Hartford Fire Insurance
Company
Surety

By: 
Attorney-in-Fact

APR 11 2023
SEE ATTACHED
NOTARIAL CERTIFICATE 

The above bond is accepted and approved this ____ day of _____.

ACKNOWLEDGMENT

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

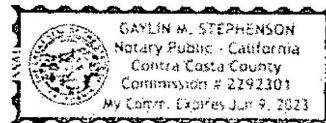
State of California
County of Contra Costa

On 4/11/2023 before me, GAYLIN M STEPHENSON, 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

№ 07268

Amended
Certificate of Authority

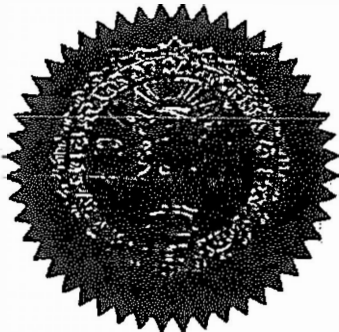
THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

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. Lewis
Insurance Commissioner
Victoria G. Sidgury
Victoria G. Sidgury
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

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: La Escuelita Educational Complex
 Project: Security Improvements
 Project #: 23101
 Estimate: \$165,000

Date: Thursday, March 16, 2023
 Time: 2:00 P.M.
 Project Mgr: Kyle Brower
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	DecoTech Systems, Inc.	Base Bid:	\$ 174,000.00	Required Day of Bid:	
Address:	1180 Mt. Diablo Blvd.	Allowance:	\$ 16,500.00	Signed Bid Form	X
City/State:	Walnut Creek, CA 94596	TOTAL:	\$ 190,500.00	Addendum Acknow.	X
Phone:	925-954-1520	Alternates:		Bid Bond	X
Fax:	925-954-1521			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		10:26 a.m.	3/16/20 2	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:15 PM	3/16/2023		

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$16,500.00	Signed Bid Form	
City/State:		TOTAL:		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	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$16,500.00	Signed Bid Form	
City/State:		TOTAL:		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	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$16,500.00	Signed Bid Form	
City/State:		TOTAL:		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	
				Local Business Participation Form	
		<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 La Escuelita Educational Complex & Dewey Academy Security Improvement Project, (the “Contract”), Project No. 23101, Scope of work includes but not limited to installation of 36 new cameras, replacement of 2 existing cameras, and maintenance of 8 cameras at La Escuelita Educational Complex; and installation of 3 new cameras, replacement of 10 existing cameras, and maintenance of 1 camera at Dewey Academy. The selected vendor will be responsible for the installation of all cameras and Milestone programming upon completion. 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. This is a design build project and will require as-builts upon completion. **(the “Contract”)**.

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

Bid Amount (Base Bid):

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

One Hundred Seventy-Four Thousand and xx/100 Dollars <i>Bid Amount</i>	\$ 174,000.00
Sixteen Thousand Five Hundred Dollars <i>Contingency Allowance</i>	\$16,500.00

OAKLAND UNIFIED SCHOOL DISTRICT
LA ESCUELITA ED. COMPLEX & DEWEY ACADEMY
SECURITY IMPROVEMENT
PROJECT NO. 23101

BID FORM
DOCUMENT 00 31 01

One Hundred Ninety-Thousand Five Hundred xx/100Dollars	\$ 190,500.00
<i>Total Base Bid Amount</i>	
<i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i>	

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:

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

Our Public Liability and Property Damage Insurance is placed with:

The Hartford

Our Workers' Compensation Insurance is placed with:

The Hartford

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date 2/27 Addendum No. _____ Date ____
Addendum No. 2 Date 3/9 Addendum No. _____ Date ____
Addendum No. ____ Date ____ Addendum No. _____ Date ____

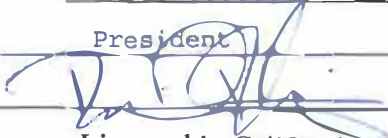
This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name: David Dickstein
Title: President
Signature: 
Name of Company as Licensed in California: SecoTech Systems, Inc.
Business Address: 1180 Mt. Diablo Blvd. 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: March 15, 2023

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

(Name) Suzanne Dickstein

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) Chief Financial Officer

OAKLAND UNIFIED SCHOOL DISTRICT
LA ESCUELITA ED. COMPLEX & DEWEY ACADEMY
SECURITY IMPROVEMENT
PROJECT NO. 23101

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% bid 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 OUSD Project #23101 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 15th day of March, 2023, 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)

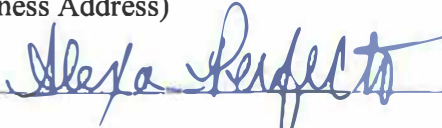
DecoTech Systems, Inc.
(Principal)

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

By: 

Hartford Fire Insurance Company
(Corporate Surety)

One Hartford Plaza - Hartford, CT
Business Address)

By: 
Alexa Perfecto, Attorney-in-Fact

The rate or premium of this bond is 1.5 per thousand, the total amount of premium charged, \$ n/a.

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

SEE ATTACHED
ACKNOWLEDGMENT

PK
03/15/2023

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 March 15th, 2023 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.

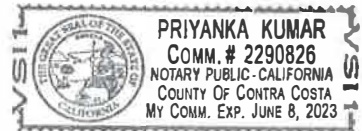
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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

№ 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. Lee
Insurance Commissioner
Victoria S. Sidbury
Victoria S. 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
 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 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 Dozois

Keith D. Dozois, Assistant Vice President



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	La Escuelita Educational Complex and Dewey Academy Security Improvement Project	Site	121 & 310
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	DecoTech Systems	Agency's Contact	David Dickstein
OUSD Vendor ID #	001325	Title	Owner
Street Address	1180 Mt. Diablo Blvd.	City	Walnut Creek State CA Zip 94596
Telephone	925-954-1520	Policy Expires	
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	23101		

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	5-25-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-22-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$190,500.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
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
9799/9922	Fund 21, Measure B	210-9799-0-9922-8500-6274-121-9180-9901-9999-23101 210-9799-0-9922-8500-6274-310-9180-9901-9999-23101	6274	\$190,500.00

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.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature 4.20.23	Date Approved		
2.	General Counsel, Department of Facilities Planning and Management			
	Signature Lozano Smith, approved as to form	Date Approved	4/18/23	
3.	Executive Director, Facilities Planning and Management			
	Signature	Date Approved	4/20/23	
4.	Chief Financial Officer			
	Signature Lisa Grant-Dawson	Date Approved	April 17, 2023	
5.	President, Board of Education			
	Signature Mike Hutchinson	Date Approved	5/25/2023	