Board Office Use: Legislative File Info.	
File ID Number	23-1037
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:	<u>La Escuelita Educational Complex and Dewey Academy</u> <u>Security Improvement Project</u>	Project No.: <u>23101</u>
Contract Term: Intended	1 Start: May 25, 2023	Intended End: August 22, 2023
Total Cost Over Contrac	et Term: <u>\$190,500.00</u>	
Approved by: Kenya	<u>Chatman</u>	
Is Vendor a local Oaklar	nd Business or has it met the requirements of the	
<b>Local Business 1</b>	Policy?   Yes (No if Unchecked)	
How was this contractor	or vendor selected?	
Deco Tech Systems wa	s selected by the District as the lowest responsible and respo	nsive bid.
DecoTech Systems, I	nc. to provide installation of 36 new cameras, replacement of a La Escuelita Educational Complex: and installation of 36 new cameras.	_
installation of all cam years K12 experience servers if required, as	maintenance of 1 camera at Dewey Academy. The selected teras and Milestone programming upon completion. The succe, Milestone certification prior to bid opening, and in-house n well as Milestone licenses. Typical camera unit to be installed the cuelita Educational Complex and Dewey Academy.	sessful bidder shall have at least 5 etworking staff. OUSD will provide
Was this contract compe  If "No," please answer the  1) How did you determine	following questions:	necked)

2) Please check the competitive bidding exception relied upon:

<u>Construction Contract</u>:

	☐ 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) – <i>contact legal counsel to discuss if applicable</i>
	☐ 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
Co	nsultant Contract:
	☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), <u>and</u> (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
	$\Box$ 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
<u>Pu</u>	rchasing Contract:
	$\Box$ 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 couns to discuss if applicable	el
☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable	l
☐ 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 leg counsel to discuss if applicable	al
☐ No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable	
☐ Other:	
Maintenance Contract:	
$\square$ Price is at or under bid threshold of \$99,100 (as of 1/1/22)	
☐ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss</i>	
☐ 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,  $1050~2^{nd}$  Avenue, Oakland, 94606 and Dewey Academy,  $1111~2^{nd}$  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 \$\frac{\$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

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

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

# ARTICLE V. CHANGES.

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

# ARTICLE VI. TERMINATION.

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

#### ARTICLE VII. PREVAILING WAGES.

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

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

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

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

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

#### ARTICLE VIII. WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor 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 Twentyfive Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

# ARTICLE IX. APPRENTICES.

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

# ARTICLE X. DSA OVERSIGHT PROCESS.

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

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

#### ARTICLE XI. INDEMNIFICATION AND INSURANCE.

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

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance

evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$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: <u>David Dickstein</u>	Date: 5/15/23
(Chairman, Pres., or Vice-PresPresident	
Name: Kelly DeGeest	Date: <u>5/15/23</u>
(Secretary, Asst. Secretary, CFO, or Asst. Treasure)	Secretary

#### OAKLAND UNIFIED SCHOOL DISTRICT

mpd of the	5/25/2023
Mike Hutchinson, President, Board of Education	Date
Tyl P-have	5/25/2023
Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education	Date
TChaman	4/20/2023
Kenya Chatman, Executive Director, Facilities Planning and Management	Date
Approved As To Form:	
4/18/23	
OUSD Facilities Legal Counsel 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: 57BSBI19621

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 a"nd 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) (Individual Principal) (Affix Corporate Seal) DecoTech Systems, Inc. (Corporate Principal) 1180 Mt. Diablo Blvd., #300 Walnut Creek, CA 94596 (Business Address) (Affix Corporate Seal) 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.

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.

validity of that document.	, or
State of California County ofContra Costa	)
On 4/11/2023 before me,	GAYLIN M STEPHENSON, NOTARY PUBLIC (insert name and title of the officer)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the
	the laws of the State of California that the foregoing
WITNESS my hand and official seal.	GAYLIN M. STEPHENSON Notary Public - California Contra Costa County Commission # 2292301 My Comm, Expires Jun 9, 2023
Signature July J	(Seal)

Some of the Companies names below are not licensed in every state	
X Hartford Fire Insurance Company	CUP .
X Hartford Casualty Insurance Company	See 3
X Hartford Accident and Indemnity Company	THE
Hartford Underwriters Insurance Company	HARTFORD
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) <b>Subject:</b> 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 HILL, California	Sprague of PLEASANT
	Sprague of PLEASANT
HILL, California	
HILL, California	X A (Standard) Underwriting Authority
HILL, California	A (Standard) Underwriting Authority  D (None) Underwriting Authority  E (Bulk Reporting) Underwriting Authority
Unlimited Bond Signing Authority  Attached is the following:  X Original power for producing pre-printed powers  Do not attach a photocopy (Xerox) or a faxed copy to any bond.	A (Standard) Underwriting Authority  D (None) Underwriting Authority  E (Bulk Reporting) Underwriting Authority
Unlimited Bond Signing Authority  Attached is the following:  X 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	A (Standard) Underwriting Authority     D (None) Underwriting Authority     E (Bulk Reporting) Underwriting Authority  ag attached to the bond.
Unlimited Bond Signing Authority  Attached is the following:  X 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 Sent under separate cover directly to the Agency:	A (Standard) Underwriting Authority     D (None) Underwriting Authority     E (Bulk Reporting) Underwriting Authority  ag attached to the bond.
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Attached is the following:  X 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 bein  Sent under separate cover directly to the Agency:  Manually executed power(s) (Wet Powers) to the attent  Company Seal(s) to the attention of	A (Standard) Underwriting Authority     D (None) Underwriting Authority     E (Bulk Reporting) Underwriting Authority  ag attached to the bond.
Attached is the following:  X 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 bein  Sent under separate cover directly to the Agency:  Manually executed power(s) (Wet Powers) to the attent  Company Seal(s) to the attention of	A (Standard) Underwriting Authority     D (None) Underwriting Authority     E (Bulk Reporting) Underwriting Authority  ag attached to the bond.

# STATE OF CALIFORNIA **DEPARTMENT OF INSURANCE** Nº 07268 SAN FRANCISCO

# 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		, org	anized under the
laws of	Conn	ecticut	, subj	ject to its Articles of	Incorporation o
other fi	undamental organiza	tional documents,	is hereby authorized	to transact within th	e State, subject to
ali pro	visions of this Certifi	icate, the following	classes of insuranc	e: Fire, Marin	e, Surety,
Disab	ility, Plate	Glass, Liabil	lity, Workers'	Compensation,	Common
			•	glary, Credit,	-
as such	classes are now or	may hereafter be a is expressly condit	lefined in the Insura ioned upon the hold	nce Laws of the State er hereof now and h le laws and lawful re	of California. ereafier being in
under a	uthority of the laws	of the State of Cal	ifornia as long as su	ich laws or requirem	ents are in effect
and app	plicable, and as such	laws and require	ments now are, or me	ay hereafter be chan	ged or amended.
		day of _ set my h	October and and caused my o	effective as of the	have hereunto ixed this

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 convenants 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

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

X Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut	
X Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana	
X 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	
aving their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint,	

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  $\boxtimes$ , 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.

















Shuby Wiggins

Shelby Wiggins, Assistant Secretary

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 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 Hoyors

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

Bond Number: 57BSBI19621

### 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 inhouse 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 undersignedHartford 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.

(Principal and Surety, ) (and acknowledged and ) (Notarial Scal attached )	
	By: Principal
	DecoTech Systems, Inc.
2 1 2013	Hartford Fire Insurance Company
SEE ATTACHED NOTARIAL CERTIFICATE	By: Attorney-in-Fact
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.

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)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal.	GAYLIN M. STEPHENSON Notary Public - California Contra Costa County Commission # 2292301 My Contra Express Jun 9, 2023
Signature John Wiff	_ (Seal)

X Hartford Fire Insurance Company	
X Hartford Casualty Insurance Company	983
X Hartford Accident and Indemnity Company	THE
Hartford Underwriters Insurance Company	HARTFORD
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) <b>Subject:</b> 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 S HILL, California	opingue of Themories
	opragae or rabilities
HILL, California	
	X A (Standard) Underwriting Authority
HILL, California	
HILL, California	A (Standard) Underwriting Authority  D (None) Underwriting Authority
Unlimited Bond Signing Authority	A (Standard) Underwriting Authority  D (None) Underwriting Authority
Unlimited Bond Signing Authority  Attached is the following:  X Original power for producing pre-printed powers	A (Standard) Underwriting Authority  D (None) Underwriting Authority  E (Bulk Reporting) Underwriting Authority
Unlimited Bond Signing Authority  Attached is the following:  X Original power for producing pre-printed powers  Do not attach a photocopy (Xerox) or a faxed copy to any bond.	A (Standard) Underwriting Authority  D (None) Underwriting Authority  E (Bulk Reporting) Underwriting Authority
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# STATE OF CALIFORNIA **DEPARTMENT OF INSURANCE** NO 07268 SAN FRANCISCO

# Certificate of Authority

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

of	Hartford, Connect	icut	, on	ganized under the
laws of	Connecticut	, S	ubject to its Articles of	Incorporation or
other fundam	ental organizational doc	uments, is hereby authoriz	ed to transact within th	e State, subject to
all provision	s of this Certificate, the fo	ollowing classes of insura	unce: Fire, Marin	ne, Surety,
Disabilit	y, Plate Glass, I	Liability, Workers	s' Compensation	, Common
Carrier I	liability, Boiler	and Machinery, Bu	urglary, Credit	, Sprinkler
Team and	Vehicle, Automobi	lle Aircraft, Leo	gal, and Miscell	laneous
as such class	es are now or may hereaj	fter be defined in the Insu	rance Laws of the State	e of California.
THIS CE	ERTIFICATE is expressly	conditioned upon the ho	lder hereof now and h	ereafter being in
full complian	ce with all, and not in viol	lation of any, of the applica	able laws and lawful re	quirements made
under author	ity of the laws of the State	e of California as long as	such laws or requiren	ients are in effect
and applicab	le, and as such laws and	requirements now are, or	may hereafter be chan	ged or amended.
	7	IN WITNESS WHEREC	)F, effective as of the _	5th
		day of October		have hereunto
*		set my hand and caused m	ry official seal to be aff	fixed this
		5th day of	October	
			Ha:	Ty Communication

#### 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 convenants 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

X Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana	
W Handford Assistant and Indomnity Commons	
X 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  $\boxtimes$ , 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.















Shelpy Wiggins

Shelby Wiggins, Assistant Secretary

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 Noelle Ciccone
My Commission #FF029702
Expires June 20, 2021

Signed and sealed in Lake Mary, Florida.

















Keith Hogors

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			Date:	Thursday, March 16, 2023	
Project:	Security Improvements			Time:	2:00 P.M.	
Project #:	ect #: 23101			Project Mgr:	Kyle Brower	
Estimate:				Architect:	N/A	
Figure by up of 1A	librace to Did		Standard of Rid C			
Signature of W		In pid	Signature of Bid C		Denvised Day of Rid	1
Company:	DecoTech Systems, Inc.	Base Bid:	\$ 174,000.		Required Day of Bid:	-
Address:	1180 Mt. Diablo Blvd.	Allowance:	\$ 16,500.		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
			Time Submitted		Site Visit Certification	X
			10:26 a.m.	3/16/20 2	Contractor's Sub List Debarment Suspension & Schd Z	X
					Local Business Participation Form	<b>-</b> ^
			Time Opened	Date Opened	DVBE Forms	X
			2:1 <u>5</u> PM	3/16/2023	DVDETOTHIS	^
			2.13 [1]	5/10/2023		
Company:		Base Bid:			Required Day of Bld:	
Address:		Allowance:	\$16,500.	00	Signed Bid Form	
City/State:		TOTAL:	17		Addendum Acknow.	
Phone:		Alternates:			Bid Bond	13
Fax:					Non-Collusion	
					Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	
					Contractor's Sub List	
					Debarment Suspension & Schd Z	
				- 1-1	Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	
Company:	T	Base Bid:			Required Day of Bid:	1
Address:		Allowance:	\$16,500	0.00	Signed Bid Form	
City/State:		TOTAL:			Addendum Acknow.	
Phone:		Alternates:			Bid Bond	
Fax:					Non-Collusion	
			75 - C. F. (N.)	A Cot- Cot-out 1	Iran Contracting Certification Site Visit Certification	
			Time Submitted	Date Submitted		
					Contractor's Sub List Debarment Suspension & Schd Z	
					Local Business Participation Form	_
			Time Opened	Date Opened	DVBE Forms	-
			Lilling Stratificity		0.052.101110	
15						
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	-
			Time Cuberities	Chapter C. Landet of	Iran Contracting Certification Site Visit Certification	
			Time Submitted	Date Submitted		<u></u>
			1		Contractor's Sub List Debarment Suspension & Schd Z	
			1		Local Business Participation Form	1
			Time Opened	Pate Opened	DVBE Forms	
			Time Obeised	Sole Offerign	DADE LOUIS	
						_

# 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 Bid Amount	d xx/100 Dollars	<u>\$</u> 174,000.00
Sixteen Thousand Five Hundred  Contingency Allowance	<u>Dollars</u>	<u>\$16,</u> 500.00

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

#### 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:

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

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 <sup>2/27</sup> A	ddendum No	Date _
Addendum No. 2	Date <sup>3</sup> /9A	ddendum 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.

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

Print or Type Name:
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
(Name)Signature
DADTNIPD CLIID.
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
Chairman, 11es, or vice-11es. Frestueit

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

(Name)	Suzanne	Dickstein						
(Secretar	ry, Asst. Se	cretary, CFO.	or Asst. Treasu	urer	Chief	Financial	Officer	

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

# BID BOND DOCUMENT 00 40 00

Во	and Number:n/a
un 1 and	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 to the Oakland Unified School District ("Owner") in the sum of  Dollars (\$) for payment of which sum, well d truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors ministrators, successors and assigns.
ent	The condition of the above obligation is such that whereas the Principal has omitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to ter into a Contract in writing for the construction of OUSD Project #23101 in ict 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.

OAKLAND UNIFIED SCHOOL DISTRICT
LA ESCUELITA EDUCATIONAL COMPLEX & DEWEY ACADEMY
SECURITY IMPROVEMENT
PROJECT NO: 23101

BID BOND DOCUMENT 00 40 00

instrument under several seals this <u>15th</u> day and corporate party being hereto affixed an	
(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 is1.5 amount of premium charged, \$n/a	per thousand, the total
(The above must be filled i	n by Corporate Surety).
	SEE ATTACHED

2

# **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 ofContra Costa	)
On March 15, 2023 before me,	
subscribed to the within instrument and acknow	vidence to be the person(s) whose name(s) is/are reduced to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under to paragraph is true and correct.	he laws of the State of California that the foregoing
WITNESS my hand and official seal.	PRIYANKA KUMAR COMM. # 2290826 NOTARY PUBLIC-CALIFORNIA COUNTY OF CONTRA COSTA MY COMM. EXP. JUNE 8, 2023
Signature	(Seal)

Some of the Companies names below are not licensed in every state	
X Hartford Fire Insurance Company	( )
X Hartford Casualty Insurance Company	3211 Tal
Hartford Accident and Indemnity Company	THE
Hartford Underwriters Insurance Company	HARTFORD
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	
v	
Unlimited Bond Signing Authority	X A (Standard) Underwriting Authority
Unlimited Bond Signing Authority	
Unlimited Bond Signing Authority	D (None) Underwriting Authority
Unlimited Bond Signing Authority	
Attached is the following:	D (None) Underwriting Authority
Attached is the following:  X Original power for producing pre-printed powers	D (None) Underwriting Authority
Attached is the following:  X Original power for producing pre-printed powers  Do not attach a photocopy (Xerox) or a faxed copy to any bond.	D (None) Underwriting Authority  E (Bulk Reporting) Underwriting Authority
Attached is the following:  X 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	D (None) Underwriting Authority  E (Bulk Reporting) Underwriting Authority
Attached is the following:  X 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 bein  Sent under separate cover directly to the Agency:	D (None) Underwriting Authority  E (Bulk Reporting) Underwriting Authority  ng attached to the bond.
Attached is the following:  X 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	D (None) Underwriting Authority  E (Bulk Reporting) Underwriting Authority  ng attached to the bond.
Attached is the following:  X 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 bein  Sent under separate cover directly to the Agency:	D (None) Underwriting Authority  E (Bulk Reporting) Underwriting Authority  ng attached to the bond.
Attached is the following:  X 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  Sent under separate cover directly to the Agency:  Manually executed power(s) (Wet Powers) to the attent	D (None) Underwriting Authority  E (Bulk Reporting) Underwriting Authority  ng attached to the bond.
Attached is the following:  X 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 seuled prior to being  Sent under separate cover directly to the Agency:  Manually executed power(s) (Wet Powers) to the attention of	D (None) Underwriting Authority  E (Bulk Reporting) Underwriting Authority  ng attached to the bond.
Attached is the following:  X 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 seuled prior to being  Sent under separate cover directly to the Agency:  Manually executed power(s) (Wet Powers) to the attention of	D (None) Underwriting Authority  E (Bulk Reporting) Underwriting Authority  ng attached to the bond.

# STATE OF CALIFORNIA **DEPARTMENT OF INSURANCE** Nº 07268 SAN FRANCISCO

# Certificate of Authority

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

of	Hartford,	Connecticu	t			, orga	mized under th
laws of	Conn	ecticut		, subje	ct to its A	Articles of I	ncorporation o
other fundam	nental organiza	itional document	s, is hereby a	wthorized to	transac	t within the	State, subject t
all provision	s of this Certifi	icate, the followi	ng classes o	f insurance:	Fire	, Marine	e, Surety,
Disabili	ty, Plate	Glass, Liab	llity, W	orkers'	Compan	sation,	Common
Carrier	Liability,	Boiler and	Machine	ry, Burg	lary,	Credit,	Sprinkler
Team and	Vehicle,	Automobile	Aircraf	t, Legal	, and	Miscella	ineous
		may hereafter be is expressly cond	-				
full compliar	nce with all, and	I not in violation	of any, of th	e applicable	laws and	i lawful req	uirements mad
under author	rity of the laws	of the State of C	alifornia as	long as suc	h laws o	r requireme	nts are in effec
and applical	ole, and as such	laws and requir	e <b>menis</b> now	are, or may	hereafte	er be change	ed or amended
							5th
		day of	Octo	ber	_,2(	000, Ih	ave hereunto
		set my	hand and c	aused my of	ficial sea	l to be affu	ed this
		5	th	day of	Octob	DAK	_,2000

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 convenants made in the application therefor and the conditions contained herein.

# POWER OF ATTORNE

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 6000. 37 101022
X	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
X	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

Agency Name: NIXON INSURANCE AGENCY

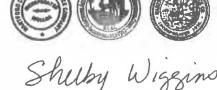
Agency Code: 57-101622

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 [X], 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, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

**COUNTY OF SEMINOLE** 

Lake Marv SS.

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 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.

















OP ID: AP

DATE (MM/DD/YYYY)

09/01/2022

# CERTIFICATE OF LIABILITY INSURANCE

ACORD

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

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	925-521-1601	CONTACT Alexa Perfecto, CLCS					
Nixon Insurance Agency aff. of Atlantic-Pacific Ins.		PHONE (A/C, No, Ext): 925-521-1601	FAX (A/C, No): 925-	521-1608			
396 Civic Drive, #A		E-MAIL ADDRESS: aperfecto@nixoninsuran	E-MAIL ADDRESS: aperfecto@nixoninsuranceagency.com				
Pleasant Hill, CA 94523 Chris Nixon, CIC, CPCU		INSURER(S) AFFORDING C	OVERAGE	NAIC#			
		INSURER A : Sentinel Ins Company L	11000				
INSURED			INSURER B : Trumbull Insurance Company				
INSURED DecoTech Systems, Inc. Dave Dickstein 1180 Mt. Diablo Blyd., #300		INSURER C: Hartford Accident & Ind	INSURER C: Hartford Accident & Indemnity				
1180 Mt. Diablo Blvd., #300 Walnut Creek, CA 94596		INSURER D :					
		INSURER E :					
		INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

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

	ACEUSIONS AND CONDITIONS OF SUCH								
INSR	TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	3	
Α	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	Х		57UUNZC8139	09/02/2022	09/02/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
							MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2.000.000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							\$	
В	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO	1		57UENBB6633	09/02/2022	09/02/2023	BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
Α	X UMBRELLA LIAB X OCCUR					09/02/2023	EACH OCCURRENCE	\$	5,000,000
	EXCESS LIAB CLAIMS-MADE			57RHUZC8175	09/02/2022		AGGREGATE	\$	5,000,000
	DED X RETENTION\$ 10,000							\$	
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE		RIETOR/PARTNER/EXECUTIVE Y/N 57WEZR6845 07/01/2022		07/01/2023	E.L. EACH ACCIDENT	\$	1,000,000	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NH)			E.L. DISEASE - EA EMPLOYEE	\$	1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Installation			57UUNZC8139	09/02/2022	09/02/2023	Per Loc.		250,000
							Agg Limit		250,000

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

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

CERTIFICATE HOLDER	CANCELLATION
OAKLA27	
Oakland Unified School District	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1000 Broadway #440 Oakland, CA 94607	AUTHORIZED REPRESENTATIVE Chris Nixon, CIC, CPCU



# **DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM**

	2141	.0101	TOTTAC			t Information	TAGELIENT	120011110	I OKH		
Pro	ect Nam	c La	Escuelita Ed	lucational Com	olex and De	ewey Academy Se	curity Improvem	ent Project	Site 121 & 310		
						Directions					
S	ervices (	annot l	be provided u			ed by the Board o	<u>r</u> is entered by th ard.	e Superintende	ent pursuant to		
Atta	chment C	hecklist	x Proof of x Workers	f general liability s compensation i	insurance, i nsurance ce	ncluding certificate ertification, unless	es and endorsemer vendor is a sole pr	nts, if contract is rovider	over \$15,000		
W					Contrac	tor Information					
Con											
_	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										
-	phone tractor Hi	stoni	925-954-152	oen an OUSD co	ntractor? [	Policy Expires Yos X No	Morked as an C	OLICD amplaces	2 D Vac V No		
-	SD Projec	-	23101	oen an Oustre	intractor r L	J YOS X NO	Worked as an C	JUSD employee	YUS X NO		
		Marine S			HENVE TO M.	- William	THE WHITE				
				Term o	of Origin	al/Amended	Contract				
	te Work			5-25-2023	Date Wo	rk Will End By (n	ot more than 5 years	from start date;	8-22-2023		
offe	ective date	of contra	BCI)	3-23-2023		ction contracts, enter e of Contract En	planned completion	dale)	0-22-2025		
	7				New Date	e or Contract En	u (II Ally)				
				Comper	nsation/	Revised Com	pensation				
If N	New Cor	tract, T	otal		If Now C	nateast Total Co	untraat Drigo (Nat	To Evened)			
Co	ontract P	rice (Lu	ımp Sum)	\$190,500.00	II New C	ontract, rotal Co	ontract Price (Not	TO Exceed)	\$		
-			IF (If Hourly)	\$		lment, Change ir	n Price		\$		
Ot	her Expo	enses			Requisiti	on Number					
	If you a	are plann	ing to multi-fund	d a contract using t		et Information lease contact the Sta	ite and Federal Office	e <u>before</u> completir	og requisition.		
Res	ource #	Fur	nding Source			Org Key		Object Code	Amount		
979	9/9922	Fund	21, Measure			)-6274-121-9180-9 )-6274-310-9180-9		6274	\$190,500.00		
							-				
Son	ices cana	nt he are	ided before the			g (in order of app	roval steps) issued. Signing this	document affirms	that to your		
know	vledge ser	vices wer	e not provided	before a PO was is	sened.	a Fulcilase Ofuel IS	issued. Signing Mis	OCCUMENT ANIMIS	marto your		
	Division	Head		ALUIV 30,0 SVIIX	Silw.	Phone	510-535-7038	Fax	510-535-7082		
1.	Director	, Facilitie	es Planning ah	nd Management		Su Age	3/4 3/4 5/5 100				
	Signatu	e	1	4.2	0.23		Date Approved				
_	General	Counse	l, Department	of Facilities Plann	ing and Mar	nagement					
2.	Signature Lozano Smith, approved as to form Date Approved										
	Executiv	e Direct	or, Facilities P	Planning and Mana			King A. A. Land				
3.	1/20/22										
	Chief Fi	nancial (	Officer			ear for Anna year (Constant)					
4.	Signatu	re Z	isa Gr	ant-Daw	son		Date Approved	April 17, 20	023		
	Preside	nt, Board	d of Education					MF, YEAR			
5.	Signature Mike Hutchinson Molfie Date Approved 5/25/2023										