

Board Office Use: Legislative File Info,	
File ID Number	12-0708
Committee	Facilities
Introduction Date	3-28-2012
Enactment Number	12-0793
Enactment Date	3-29-12 <i>h2</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date March 28, 2012

Subject Division of Facilities Planning and Management P.O's. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

File ID	Vendor Name	\$	Funding Source	Type	Site	Period	City
12-0705	911 Restorations	\$2,541.27	Measure A	P.O. Increase	Claremont Landscaping	6-28-11 thru 8-27-11	Richmond
12-0706	Associate Comfort Systems	\$13,900.00	Fund 35	P.O.	Skyline HS	12-12-11 thru 1-24-12	San Leandro
12-0707	Associate Comfort Systems	\$11,700.00	Fund 35	P.O.	MLK Jr. MS	11-28-11 thru 12-28- 12	San Leandro
12-0708	Bay City Mechanical	\$1,051.57	Measure B	P.O.	Chabot ES	2-27-12 thru 12-31-12	Richmond
12-0709	Best In the West Construction Cleanup	\$2,200.00	Measure B	P.O.	Elmhurst Mod	1-16-12 thru 6-30-12	Hayward
12-0710	California Business Systems	\$1,945.00	Measure A	P.O.	Facilities	1-3-12 thru 1-13-14	Oakland
12-0713	CDW-G	\$1,959.83	Measure B	P.O.	Urban Promise	3-1-12 thru 5-1-12	Verono Hills, IL
12-0714	Clearwire	\$1,285.00	Measure B	P.O.	Madison Health Centger	2-13-12 thru 12-31-12	San Jose
12-0715	Diablo Boiler	\$2,327.39	Measure B	P.O.	Chabot New Classroom	1-30-12 thru 12-31-12	Antioch
12-0717	Elation Systems	\$1,380.00	Measure B	P.O. Increase	Labor Compliance	6-30-11 thru 7-1-12	Oakland
12-0718	Eric Young	\$450.00	Measure A	P.O.	Elmhurst	3-2-12 thru 3-2-12	Oakland
12-0716	IVS Computer Technology	\$8,375.33	Measure A	P.O.	Claremont Landscaping	12-19-11 thru 12-30- 11	Bakersfield
12-0719	JDH Corrosin Consultants, Inc.	\$5,750.00	Measure B	P.O.	Montclair New Classroom	12-21-11 thru 5-1-12	Concord
12-0720	Leo's Professional Audio, Inc.	\$19,143.40	Measure B	P.O.	Highland ES	4-1-12 thru 8-15-12	Oakland
12-0721	Macy Movers, Inc.	\$5,610.00	Measure B	P.O.	Lowell Mod	3-1-11 thru 3-30-11	Oakland



121-0724	Maxut	\$2,042.25	Measure A	P.O.	Facilities	2-7-12 thru 2-16-12	Oakland
12-0726	North American Fence & Railing	\$425.00	Developer Fees	P.O.	Garfield Portable	10-15-2011 thru 2-29-12	Oakland
12-0727	PG&E Integrated Processing Center	\$5,000.00	Fund 35	P.O.	Facilities	1-4-12 thru 2-4-12	San Francisco
12-0728	PG&E Integrated Processing Center	\$150,000.00	Fund 35	P.O.	Facilities	12-15-11 thru 2-15-12	San Francisco
12-0729	Reed Brothers	\$348.86	Measure B	P.O.	Lowell Mod	2-14-12 thru 2-14-12	Oakland
12-0730	Safeplay by Design, Inc.	\$1,600.00	Measure B	P.O.	Laurel CDC	5-1-12 thru 12-31-13	Elk Grove
12-0731	Safeplay by Design, Inc.	\$900.00	Measure B	P.O.	Stonehurst CDC	5-1-12 thru 8-1-13	Elk Grove
1209732	Snader Associates	\$25,000.00	Fund 35	P.O.	La Escuelita	3-1-12 thru 12-31-12	San Rafael
11-3023	Southwest Interiors	\$45,000.00	Measure B	P.O.	Montera Mod	8-25-11 thru 8-25-12	Auburn
12-0733	SunEnergy	\$6,402.63	Fund 35	P.O.	Chabot Caldecott Tunnel Grant	2-13-12 thru 12-31-12	Oakland

Discussion:

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Fiscal Impact:

Various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM

DATE SUBMITTED 1/23/2012
SUBMITTED BY: Eric Scheuermann

V057958

SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

1.) A/E (Architect and Engineers) Contract	<input type="checkbox"/>	5.) "Small" (under \$15,000.00) Construction Contract	<input checked="" type="checkbox"/>
2.) IOR (Inspector of Record Contract)	<input type="checkbox"/>	6.) Resolution Awarding Bid and Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services - Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services	<input type="checkbox"/>	8.) Purchase Order	<input type="checkbox"/>

LEGISLATION FILE # 12-0108
File ID No. _____
Introduction Date 3-28-2012
Enactment No. _____
Enactment Date _____

ES _____ Date _____
 Timothy E. White Asst. Superintendent
 _____ Date _____
 Tadashi Nakadegawa Facilities Director

SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
0.00%	0.00%	0.00%	0.00%

SECTION III. AGREEMENT INFORMATION:

Project Name:	Chabot New Classroom & MP Bldg	Project No:	06001-2 1069901831-6274
Vendor Name:	Bay City Mechanical, Inc.	Vendor Contact:	Sam Franco
Vendor Phone Number:	(510) 233-7000	Vendor Mailing Address:	543 So. 31st Street Richmond, CA 94804
Agreement Start and Stop Dates:	Start: 2/27/2012 Stop: 12/31/2012	Amounts:	Current Contract Amount: \$1,051.57 Not to Exceed Amount: \$1,051.57 Revised Contract Amount: \$1,051.57 ES
Has Work Started?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes give an explanation:</i> Fan repair.	Has Work Been Completed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date: _____ Vendor Number: V057958 Fiscal Year: 2011-2012 P.O. Under \$50K: <input checked="" type="checkbox"/> Date Processed: 3-5-2012 To: MB 3/5/12 To DR: _____
Certificate of Insurance Attached	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date provided:	_____

For Construction Contracts >\$15,000, please provide or attach the following:

- | | |
|--|--|
| 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) <i>(Attach Bid Documents)</i> | 6) Performance Bonds Attached |
| 2) Date(s) of Bid Advertisement - N/A | 7) Payment Bonds Attached |
| 3) Date of Bid Opening - N/A | |
| 4) Name of Architect - Beverly Prior Architects | (Sections 6 and 7 to be completed by Contract Administration department) |
| 5) Liquidated damages per day - \$ | |

Jody London
 Jody London
 President, Board of Education

Scope of Work: *(Needed to prepare Executive Summary)* Please attach separately along with Vendor's proposal.
 Install unistrut motor base, re-align library make-up air fan with motor, and replace fan belt.

Edgar Rakestraw, Jr.
 Edgar Rakestraw, Jr., Secret
 Board of Education

Discussion Info: *(Needed to prepare Executive Summary)* (Provide detailed background - Why is contract required and what is the benefit to students) - Add additional pages as needed
 Fan motor was found to be mounted on an existing substandard wood base causing the motor and fan to not align properly.

RECEIVED
3-5-2012

Funding Source: Measure B

Budget Number: _____

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM

SECTION IV. L/LS/LSRBE - RATIONAL FOR NON COMPLIANCE CHECK LIST

1.)	<p>Specialty Service: This contractor provides a unique / specialty service that is currently not available from a certified L/S/SLRBE. Government Code § 53060 / school districts may contract without bidding for, "special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."</p>	
2.)	<p>District Discretion under L/SL/SLRBE due to lack of certified firms at time of bid: If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19 % to 0%, depending on the particular circumstances at time of bid.</p>	
3.)	<p>Futility: It would be futile to require that the contract be subjected to the L/SL/SLRBE due to (circle one) COST / TIME CONSTRAINTS / NO CERTIFIED BIDDERS. California law provides that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage. . .the statute requiring competitive bidding does not apply." (Hiller v. City of Los Angeles (1961) 197 Cal. App. 2d 685, 694.)</p>	
4.)	<p>Field Test / (1) In order that a field test or experiment may be made to determine the product's suitability for future use. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
5.)	<p>Product Match /(2) In order to match other products in use on a particular public improvement either completed or in the course of completion. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
6.)	<p>Sole Source / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
7.)	<p>Emergency Repair / (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. PUBLIC CONTRACT CODE SECTION 3400-3410 / See also: Public Contract Code Section 1102. "Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.</p>	✓

Bay City Mechanical, Inc.

543 So. 31st Street
 Richmond, CA 94804
 Phone: (510) 233-7000
 Fax: (510) 235-1518
 After hours: (510) 233-7000 ext.12
 www.baycitymech.com
 License #645126



HVAC

Job # 012140

**SERVICE ORDER
 INVOICE**

BILL TO _____

NAME <u>Chabot Elementary</u>		DATE <u>1/23/12</u>		DESCRIPTION OF WORK PERFORMED
STREET <u>6686 Chabot Rd.</u>		CITY <u>Oakland</u>		
PHONE _____		CONTACT: <u>ERIC Scheuermann</u>		
WORK TO BE PERFORMED <u>Library Make-up</u>		A/R fan making noise, out of alignment		
QTY.	MATERIALS & SERVICES	UNIT PRICE	AMOUNT	When I arrived I determined that fan and motor pulley's were out of alignment and also belts needed to be replaced. Fan motor was was mounted on all wooden base and it wasn't very sturdy. I decided to replace base with unistrut. I cut and bolted together new unistrut base. Then I picked up new A120 belts and installed. I re-aligned fan and motor sheaves and ran. I checked operations on fan. Everything okay at this time.
	REFRIGERANT R. LBS.			
1	unistrut	\$25		
6	3/8 struts/nuts			
10	3/8 bolts, washers			
	FILTERS X X			
	FILTERS X X			
2	BELTS A120	35.09	70.18	
		TOTAL MATERIALS		
HRS.	TECHNICIAN	RATE	AMOUNT	
7	TRAVIS	130	910	
		TOTAL LABOR		
I have authority to order the work outlined above which has been satisfactorily completed. I agree that Seller retains title to equipment / materials furnished until final payment is made. If payment is not made as agreed, Seller can remove said equipment / materials at Seller's expense. Any damage resulting from said removal shall not be the responsibility of Seller.				
CUSTOMER SIGNATURE <u>Eric Scheuermann</u>		DATE <u>1/23/12</u>		
LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturers or suppliers written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.				
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> WARRANTY		<input type="checkbox"/> SERVICE CONTRACT		
TOTAL SUMMARY				
TOTAL MATERIALS	130	18		
TOTAL LABOR	910	—		
TRUCK CHARGE	35	—		
TAX	11	39		
TOTAL	1051	57		

Thank You