


Board Office Use: Legislative File Info.	
File ID Number	12-2430
Committee	Facilities
Introduction Date	10-10-2012
Enactment Number	12-2522
Enactment Date	10/10/12 O.S.



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education 

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

Board Meeting Date October 10, 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.

	Name	Amount	Funding Source	P.O.	Project	Date	City
12-2426	A&E Emaar	\$24,086.00	Measure B	P.O.	Piedmont Portable Installation	8-9-2012 thru 9-15-2012	Albany, CA
✓ 12-2430	Amber Flooring	\$1,698.00	Deferred Maintenance	P.O.	Piedmont Portable Installation	7-2-2012 thru 12-31-2012	Oakland
12-2465	Amber Flooring	\$39,191.00	Deferred Maintenance	P.O.	Piedmont Painting and Flooring	7-2-2012 thru 12-31-2012	Oakland
12-2431	Bridges Consultant	\$26,000.00	Measure B	P.O.	Facilities	7-1-2012 thru 9-30-2012	Oakland
12-2435	C. Overaa Company	\$29,000.00	Measure B	P.O.	Washington ES Mod	6-1-2012 thru 12-31-2012	Richmond, CA
12-2434	C. Overaa Company	\$49,000.00	Measure B	P.O.	La Escuelita Educational Center	3-7-2012 thru 6-30-2012	Richmond, CA
12-2432	CDW Government	\$468.00	Measure B	P.O.	Jefferson New Building	5-8-2012 thru 12-31-2012	Chicago, IL
12-2433	Chussy International	\$729	Measure A	P.O.	Facilities	5-10-2012 thru 5-18-2012	Oakland, CA
12-2436	Corevera	\$9,000.00	Developer Fees	P.O.	La Escuelita Educational Center	6-1-2012 thru 12-31-2012	San Francisco, CA
12-2437	Elation Systems	\$35,600.00	Measure B	P.O.	Labor Compliance	7-1-2012 thru 6-30-2013	Pleasanton, CA
12-2438	Eric Young	\$5,000.00	Measure A	P.O.	Facilities	7-1-12 thru 6-30-2013	Oakland, CA
12-2439	Gary Doupnik Manufacturing	\$54,600.00	Measure B	P.O.	Lowell Mod	6-27-2012 thru 7-1-2013	Loomis, CA



OAKLAND UNIFIED SCHOOL DISTRICT

12-2440	HALO Branded Solutions, Inc.	\$3,500.00	Measure A	P.O.	OUSD Summer Intern Program	7-25-2012 thru 12-31-2012	Sterling, IL
12-2442	IKON Office Solution, Inc.	\$4,000.00	Measure A	P.O.	Facilities	7-1-2012 thru 6-30-2013	Pasadena, CA
12-2443	Infiniti Engineering	\$25,425.22	Measure B	P.O.	Piedmont Portable Installation	7-20-2012 thru 8-31-2012	Oakland, CA
12-2441	Integrity Furniture	\$10,390.00	Special Reserve	P.O.	Thornhill ES	7-10-2012 thru 1-10-2013	Longview, TX
12-2444	KI	\$13,672.66	Measure B	P.O.	Highland New Classroom Building	7-15-2012 thru 9-15-2012	Green Bay, WI
12-2446	Lee Sign	\$417.86	Measure B	P.O.	Highland New Classroom Building	6-1-2012 thru 9-1-2012	Oakland, CA
12-2445	Lee Signs	\$139.20	Measure B	P.O.	Oakland HS	7-23-2012 thru 12-31-2012	Oakland, CA
12-2447	Magdave Associates, Inc.	\$49,900.00	Measure B	P.O.	Estimating Services	7-1-2012 thru 12-31-2012	Oakland, CA
12-2448	Masterpiece Painting	\$49,470.00	Deferred Maintenance	P.O.	Piedmont Portable Installation	7-2-2012 thru 12-31-2012	Oakland, CA
12-2449	Playworks	\$28,000.00	Developer Fees	P.O.	La Escuelita Educational Center	8-27-2012 thru 6-30-2013	Oakland, CA
12-2450	RMT Landscape Contractors, Inc.	\$4,800.00	Measure B	P.O.	Arroyo Viejo CDC Renovation	4-23-2012 thru 12-31-2013	San Leandro, CA
12-2451	RRM Design Group	\$25,000.00	Measure B	P.O.	Hintil KUU CDC Building Replacement	4-13-2012 thru 8-13-2012	San Luis Obispo, CA
12-2452	Seville Group Inc.	\$49,900.00	Developer Fees	P.O.	Facilities	7-1-2012 thru 12-31-2012	Oakland, CA
12-2454	Swinerton Builders	\$10,000.00	County School Facilities Fund	P.O.	Oakland Tech	4-25-12 thru 6-1-2012	San Francisco
12-2453	Swinerton Builders	\$20,262.00	County School Facilities Fund	P.O.	King Estates MS Seismic Retrofit	1-27-2012 thru 12-31-2012	San Francisco
12-2455	Swinerton Builders	\$10,000.00	County School Facilities Fund	P.O.	Montera Seismic Retrofit	4-26-12 thru 6-1-2012	San Francisco
12-2456	Turner Construction	\$49,000.00	County School Facilities Fund	P.O.	La Escuelita Educational Center	3-7-2012 thru 6-30-2012	Oakland, CA
12-2457	Xerox Capital Services	\$6,300.00	Measure A	P.O.	Facilities	7-1-2012 thru 6-30-2013	Dallas, TX

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**

1005749

DATE SUBMITTED: 8/20/2012

SUBMITTED BY: Kenya Chatman

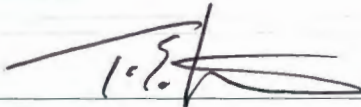
REVIEWED BY:

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

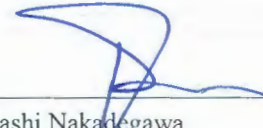
Bond Program Director

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

Vendor Number: _____
Fiscal Year: 2012-2013
P.O. Under \$50K: _____
Date Processed: 8/30/2012
To: MB \$30 To DR: _____ ✓


 Timothy E. White
 Asst. Superintendent

Date

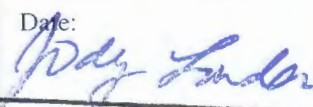

 Tadashi Nakadegawa
 Facilities Director

Date

SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE:

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
100.00%	0.00%	0.00%	100.00%

SECTION III. AGREEMENT INFORMATION:

Project Name:	Piedmont Portable Installation for Library & Science Room	Project No:	07145 1469901892-6274
Vendor Name:	Amber Flooring	Vendor Contact:	Joe Roman
Vendor Phone Number:	(510) 652-6161	Vendor Mailing Address:	5652 San Pablo Ave Oakland, CA 94608
Agreement Start and Stop Dates:	Start: 8/30/2012 Stop: 9/5/2012	Amounts:	Current Contract Amount: \$0.00 Not to Exceed Amount: \$1,698.00 Revised Contract Amount: \$0.00
Has Work Started?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes give an explanation:	Has Work Been Completed?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Date: 
Certificate of Insurance Attached	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Date provided:	Jody London President, Board of Education 

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 - | 7) Payment Bonds Attached |
| 3) Date of Bid Opening - | (Sections 6 and 7 to be completed by Contract Administration department) |
| 4) Name of Architect - | |
| 5) Liquidated damages per day - \$ | |

Scope of Work: *(Needed to prepare Executive Summary)* Please attach separately along with Vendor's proposal.
 Furnish and install Armstrong Flooring on the 2 existing restrooms in the portable.

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)
 Unforeseen conditions when the structural supports were installed that didn't cover new flooring in the restrooms before we turn over to City of Oakland.

Introduction Date: October 10, 2012
Enactment No.: 12-2522
Funding Source: 02
Enactment Date: 10/10/12

Budget Number: 8-30-2012

RECEIVED

Amber Flooring, Inc.
5652 San Pablo Ave.
Oakland, CA 94608

Estimate

www.amberflooring.com

Rep	Date	Estimate #
JR	8/16/2012	17417

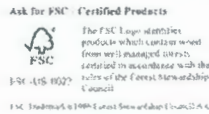
Tel. 510-652-6161

Fax. 510-652-7929

Insured & Bonded Lic #729137

Customer
OUSD-Dept. Facilities Planning&Mgt Kenya Chatman Project Manager 955 High St. Oakland, CA 94661

Project
Portable Library Rest rooms 4314 Piedmont Ave. Oakland, Ca



Description	Total
LINOLEUM Furnish and install Armstrong Connection Corlon . (Ready available color) Area includes : 2 ea. Rest Rooms	1,698.00
CONTRACT PROVISIONS 1. Customer understands and agrees that if the work to be performed by Amber Flooring, Inc. under this contract is part of a larger project, it is important to coordinate the work performed by Amber with the work to be performed by others, to avoid damage and delays. Customer agrees that Amber shall not be held liable for any damage by other subcontractors or damage resulting from lack of coordination. 2. Customer understands that a weather tight and stabilized interior environment should be maintained during time of acclimation, installation, and thereafter. Temperature and humidity levels must resemble the actual conditions which will prevail when the area is occupied. 3. Wood is a natural product which will continue to respond to ambient moisture and temperature even after it is laid and finished. Moisture content of both the flooring and the subfloor are measured to make sure they are in compliance with applicable standards at the time the flooring is installed; Amber cannot guarantee any flooring against cupping, buckling, warping, shrinkage, or other effects of changes and/or extremes in temperature and humidity levels. The appearance of cracks between adjacent boards on seasonal basis is considered a natural and normal response of a wood product to its environment. 4. Amber can not guarantee an exact color match between any sample and the finished floor due to the wide variation of grain and color among boards within any given species and grade of wood. 5. Amber will not be held responsible for existing structural defects, code violations, or problems with a pre-existing subfloor. Any latent defects discovered during the performance of this contract shall be brought to the attention of the customer, and addressed at his/her expense. Such discoveries may make necessary an alteration of this contract.	0.00
Please review the estimate above, and feel free to contact us if you have any questions.	Total

Signature _____

Amber Flooring, Inc.

5652 San Pablo Ave.
Oakland, CA 94608

www.amberflooring.com

Estimate

Rep	Date	Estimate #
JR	8/16/2012	17417

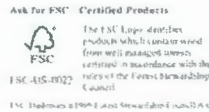
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OUSD-Dept. Facilities Planning&Mgt Kenya Chatman Project Manager 955 High St. Oakland, CA 94661

Project
Portable Library Rest rooms 4314 Piedmont Ave. Oakland, Ca



Description	Total
<p>6. Amber will not be responsible for moving any furniture or appliances due to insurance considerations. Customer shall take sole responsibility for this task, and assume liability for any damage resulting there from. Likewise, Amber will neither disconnect nor reconnect any plumbing.</p> <p>7. Amber will not be responsible for cutting of doors made necessary by the installation of flooring or otherwise. This is solely the responsibility of the customer.</p> <p>8. CUSTOMER UNDERSTANDS THAT BASEBOARDS AND OTHER TRIM NEAR FLOORS MAY NEED TOUCH-UP PAINTING AT THE COMPLETION OF THIS JOB, EVEN IF PROTECTED BY MASKING. AMBER FLOORING INC. WILL NOT BE HELD RESPONSIBLE FOR PERFORMING OR PAYING FOR THIS WORK.</p> <p>9. Amber cannot guarantee flooring against indentations caused by heels, furniture, appliances, or any other hard or heavy objects coming into contact with the floor.</p> <p>10. Amber will do our best to control dust at a site-finished floor, but despite our efforts some amount of airborne dust, hair, etc. will settle onto the finish coat of the floor. This will 'walk off' as you use the floor.</p> <p>11. The failure to make any payment when due shall be a material breach of contract which shall entitle Amber, at its option, to suspend its performance there under or to rescind this agreement. Interest shall accrue (and be payable upon demand) on each installment of the cash price from and after the date on which said installment becomes due and payable at the rate of 1.5% per month or 18% per annum after 15 days.</p> <p>12. It is understood that no changes in this proposal/agreement/contract shall be valid unless accepted by both Amber and customer, or an authorized representative of the latter.</p> <p>NOTICE Cases frequently occur wherein contractors who have been paid in full for contract work, nevertheless fail to pay their subcontractors, laborers, and suppliers. In such cases a property owner may have to pay additional money to clear liens filed against his property. To protect against such irresponsible contractors and to acquaint the public with this danger, the California legislature has required that every contractor or</p>	
Please review the estimate above, and feel free to contact us if you have any questions.	Total

Signature _____

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Oakland, CA 94608

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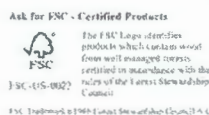
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OUSD-Dept. Facilities Planning&Mgt Kenya Chatman Project Manager 955 High St. Oakland, CA 94661

Project
Portable Library Rest rooms 4314 Piedmont Ave. Oakland, Ca



Description	Total
subcontractor give notice to property owners. NOTICE TO OWNER Under the Mechanics' Lien Law (California Civil Code, Section 3082 through Section 3268), any contractor, subcontractor, laborer, material man, supplier, or other person who helps improve your property but is not paid in full for his labor, services, work, material, equipment, or supplies, furnished or to be furnished, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if any subcontractor, laborer, or supplier remains unpaid. Under law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated, and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment, and materials for the work described in said contract. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board, whose address is: Contractors State License Board, 1020 N Street, Sacramento, California 95814. This proposal may be withdrawn by us if not accepted within 45 days. Customer may cancel within 3 days of signing contract without penalty. The parties agree that any dispute arising out of this Agreement and/or the relationship of the parties will be subject to binding arbitration pursuant to the rules of the American Arbitration Association or Judicial Arbitration and Mediation Service, in Alameda County, California. The parties acknowledge and agree that by submitting to arbitration, a right to a jury trial is waived. The losing party in the arbitration will	0.00
Please review the estimate above, and feel free to contact us if you have any questions.	Total

Signature _____

Amber Flooring, Inc.

5652 San Pablo Ave.
Oakland, CA 94608

www.amberflooring.com

Estimate

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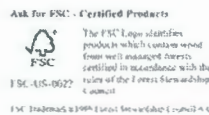
Tel. 510-652-6161

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Customer
OUSD-Dept. Facilities Planning&Mgt Kenya Chatman Project Manager 955 High St. Oakland, CA 94661

Project
Portable Library Rest rooms 4314 Piedmont Ave. Oakland, Ca



Description	Total
<p>pay all costs and expert fees associated with that arbitration (including reasonable attorney fees). Either party shall have the right to obtain provisional relief in the Alameda County Superior Court; such resort to civil court shall not be deemed a waiver of the requirements in this Agreement that disputes be arbitrated. Such provisional relief may be modified or dissolved by the arbitrator.</p> <p>ANY ADDITIONAL WORK MAY BE CHARGED AT TIME & MATERIALS BASIS. Cost for labor is \$55.00 per hour per employee.</p> <p>I HAVE READ, UNDERSTOOD AND AGREED TO ALL ITEMS AS OUTLINED IN THIS CONTRACT. _____ (initials)</p>	
<p>Please review the estimate above, and feel free to contact us if you have any questions.</p>	<p>Total</p>

Signature _____

Amber Flooring, Inc.

5652 San Pablo Ave.
Oakland, CA 94608

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Estimate

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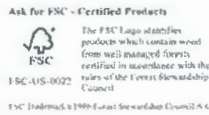
Tel. 510-652-6161

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Insured & Bonded Lic #729137

Customer
OUSD-Dept. Facilities Planning&Mgt Kenya Chatman Project Manager 955 High St. Oakland, CA 94661

Project
Portable Library Rest rooms 4314 Piedmont Ave. Oakland, Ca



Description	Total
PAYMENT SCHEDULE: 10% or \$1000 for signing and securing schedule, 60% upon start of work, 30% upon completion.	0.00
Sales Tax	0.00
Please review the estimate above, and feel free to contact us if you have any questions.	Total \$1,698.00

Signature _____



