

Board Office Use: Legislative File Info.	
File ID Number	13-1878
Committee	Facilities
Introduction Date	8-28-2013
Enactment Number	13-1811
Enactment Date	8-28-13



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent
and Secretary of the Board of Education
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date August 28, 2013

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.

Legistar #	Name	Amount	Funding Source	P.O.	Project	Date	City
13-1859	Air Sea Containers	\$1,948.00	County School Facilities Fund	P.O.	Ralph Bunche Portable Installation	5-17-2013	Oakland
13-1860	Asbestos Management Group	\$2,600.00	Measure B	P.O.	Lowell MS Modernization	7-2-2013	Oakland
13-1861	Associates Comfort Systems	\$980.00	County School Facilities Fund	P.O.	La Escuelita Educational Center	7-25-2013	San Leandro
13-1862	Bayview Environmental Services Inc.	\$7,850.00	County School Facilities Fund	P.O.	Oakland Tech Seismic Retrofit	7-11-2013	Oakland
13-1863	Charles M. Salter Associates, Inc.	\$2,650.00	Measure B	P.O.	Highland New Classroom Building	7-11-2013	San Francisco
13-1864	Danda Hauling & Trucking	\$1,400.00	County School Facilities Fund	P.O.	Stonehurst CDC Building Replacement	5-28-2013	Brisbane
13-1865	Digital Design Communications	\$3,851.19	Developer Fee	P.O.	La Escuelita Educational Center	4-2-2013	Oakland
13-1866	Elation Systems	\$35,200.00	Measure B	P.O.	Labor Compliance Software	6-26-2013	Pleasanton
13-1867	Graham Tree Services, Inc.	\$4,500.00	County School Facilities Fund	P.O.	Ralph Bunche Portable Installation	7-8-2013	San Leandro
13-1868	H&M Mechanical Group	\$3,800.00	Measure B	P.O.	Highland New Classroom	7-24-2013	Oakland
13-1869	HY Hibser Yamauchi Architects, Inc.	\$20,000.00	Fund 67	P.O.	District Administration Planning Studies	6-18-2013	Oakland
13-1870	J&R Fence, Inc.	\$21,213.00	County School Facilities Fund	P.O.	J&R Fence, Inc.	4-18-2013	San Leandro
13-1871	Musson Theatrical	\$12,952.00	County School Facilities Fund	P.O.	Oakland Technical Seismic Retrofit AB300	4-2-2013	Santa Clara
13-1872	NVB Playgrounds, Inc.	\$2,452.00	County School Facilities Fund	P.O.	Stonehurst CDC Building Replacement	5-17-2013	Indianapolis, IN
13-1874	Peninsulators	\$1,745.00	County School Facilities Fund	P.O.	Stonehurst CDC Building Replacement	5-17-2013	San Jose
13-1875	School Dude	\$6,648.31	Fund 40	P.O.	Building & Grounds	4-9-2013	Cary, NC
13-1876	School Dude	\$19,300.95	Deferred Maintenance	P.O.	Building & Grounds	4-22-2013	Cary, NC



OAKLAND UNIFIED SCHOOL DISTRICT

13-1877	School Outfitters	\$3,866.16	County School Facilities Fund	P.O.	School Outfitters	6-12-2013	Cincinnati, OH
✓ 13-1878	Telex Communications	\$30,000.00	Fund 1	P.O.	Telex Communications	6-7-2013	Dublin
13-1879	The Davey Tree Expert Tree Company	\$6,800.00	Measure A	P.O.	Arroyo Viejo CDC Renovation of Building	4-8-2013	San Ramon
13-1881	WiLine	\$35,000.00	Fund 67	P.O.	District Administration Relocation	6-18-2013	San Mateo

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 & Management

I 005447

AGREEMENT REQUEST FORM

DATE SUBMITTED: June 4, 2013 SUBMITTED BY: Joe Cavanagh

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

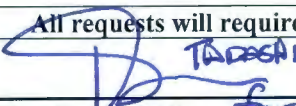
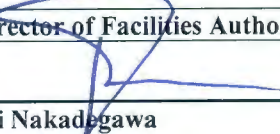
1.) A&E (Architects and Engineers) Contract	<input type="checkbox"/>	5.) "Small"(under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record) Contract	<input type="checkbox"/>	6.) Resolution Awarding Bid & Construction Contract	<input type="checkbox"/>
3.) Agreement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

Vendor Number: _____
Fiscal Year: 2012-2013
P.O. Under \$50K:
Date Processed: 6-7-2013
To: MB 67 To DR: _____

SECTION II LOCAL BUSINESS PARTICIPATION PERCENTAGE

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
			0%

All requests will require the Assistant Superintendent's and the Director of Facilities Authorization and Signature

 Timothy E. White Assistant Superintendent	Date	 Tadashi Nakadegawa Director of Facilities	Date <u>6/5/13</u>
---	------	--	--------------------

SECTION III. AGREEMENT INFORMATION:

Project Name:	Tilden RAD Relocation	Project No:	11874 9999008801
Vendor Name:	Telex Communications	Vendor Contact:	Aaron Schulz 6274
Vendor Phone Number:	925-828-3150	Vendor Mailing Address:	11848 West Vomic Road Dublin, CA 94568
Agreement Start & Stop Dates:	June 13, 2013 Through July 13, 2013	Amounts:	Current Contract Amount: \$ 0.00 Not to Exceed Amount: \$ 30,000.00 Revised Contract Amount: \$ 30,000.00
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"/>
Certificate of Insurance Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date provided:	

A Schulz / z to Telex Communications

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

- 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) 8-25-2013 (Attach Bid Documents)
- 2) Date(s) of Bid Advertisement 13-1811
- 3) Date of Bid Opening 8/28/13
- 4) Name of Architect AS
- 5) Liquidated damages per day _____
- 6) Performance Bonds Attached _____
- 7) Payment Bonds Attached _____

RECEIVED

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District 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>

Scope of Work: (Needed to prepare Executive Summary)

This Agreement Request Includes Three (3) Proposals:

Proposal No. 1 in the Amount of \$8,000 Dated 5/16/13

Supply, install, and terminate 41 General nonplenum rated CAT 5e cables for voice. Supply and install 1 Damac wall mount rack with plexiglass door. Supply 41 5-foot CAT 5e patch cords. All cables will be labeled and tested. B&G to provide 1-inch conduits into existing wiremold or new boxes from crawl space.

Proposal No. 2 in the Amount of \$16,000 Dated 5/24/13

Supply, install, and terminate 72 General nonplenum rated CAT 6 cables for data. All cables will be labeled and tested. B&G to provide 1-inch conduits into existing wiremold or new boxes from crawl space.

Proposal No. 3 the Amount of \$6,000 Dated 5/29/13

Supply, install, and terminate 12 General nonplenum rated CAT 5e cables for voice. Supply 12 5-foot blue CAT 5e patch cords. Supply, install, and terminate 24 General nonplenum rated CAT 6 cables for data. All cables will be labeled and tested. B&G to provide 1-inch conduits into existing wiremold or new boxes from crawl space.

Certified: 

Gary Yee Ed.D., Secretary
Board of Education

Fund 01
RES 0607

Discussion Information *(Needed to prepare Executive Summary)*

Funding Source _____

Budget Number: _____

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

SECTION IV. L/LS/SLRBE - 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>	



PROPOSAL

May 16, 2013

EXHIBIT A

Oakland Unified School District
Tilden Education Center
4551 Steele Street, Oakland, CA 94619

Attn: Florencio Cautiverio

Please find below a proposal to do the following scope of work for the Tilden RAD Relocation.

SCOPE OF WORK:

CAT 5e Voice Cabling

1. Supply and install (41) General nonplenum rated CAT 5e cables for voice.
 - (3) cables in the main office
 - (1) cable in the conference room
 - (1) cable in the Teacher's Room
 - (8) cables in Room 8
 - (9) cables in Room 9
 - (8) cables in Room 10
 - (11) cables in Room 11
2. The cable will be terminated on blue Leviton CAT 5e jacks at the stations.
3. The cable will be terminated on (1) Leviton 48 port CAT 5e in the IDF-01 new wall mount cabinet.
4. Supply and install (1) Damac 36" x 23.5"x24" wall mount rack with a plexiglass door.
5. Supply (41) 5 foot blue CAT 5e patch cords.
6. All cables will be labeled and tested.
7. Building and grounds will provide 1" conduits into the existing Wiremold or new boxes from the floor crawl space in all areas receiving cabling.

Grand total \$8,000.00 (tax included)

TERMS:

1. All conduit and/or Wiremold will be furnished and installed by OUSD. Additional charges will apply if Telemax Communications, Inc. is requested to do any conduit and/or Wiremold work.
2. This pricing does not include any contribution to union contributions.
3. Payment NET30 terms.
4. Please sign the acceptance line at the bottom of this page to agree to the above scope of work.

Thank you for this opportunity to be of service to your company. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Aaron Schulz
President
Telemax Communications, Inc.
925-828-3150 p
925-828-3170 f

CORPORATE OFFICE
11848 WEST VOMAC ROAD • DUBLIN, CA • 94568
PHONE: 925-828-3150 • FAX: 925-828-3170



PROPOSAL

May 24, 2013

Oakland Unified School District
Tilden Education Center
4551 Steele Street, Oakland, CA 94619

Attn: Florencio Cautiverio

Please find below a proposal to do the following scope of work for the Tilden RAD Relocation.

SCOPE OF WORK:

CAT 6 Data Cabling

1. Supply and install (72) General nonplenum rated CAT 6 cables for data. Each location will receive 2 CAT 6 data cables each.
 - (16) cables in Room 8
 - (18) cables in Room 9
 - (16) cables in Room 10
 - (22) cables in Room 11
2. The cable will be terminated on a Leviton CAT 6 jacks at the stations.
3. The cable will be terminated on (2) Leviton 48 port CAT 6 in the IDF-01 existing wall mount cabinet.
4. All cables will be labeled and tested.
5. Building and grounds will provide 1" conduits into the existing Wiremold or new boxes from the floor crawl space in all areas receiving cabling.

Grand total \$16,000.00 (tax included)

TERMS:

1. All conduit and/or Wiremold will be furnished and installed by OUSD. Additional charges will apply if Telemax Communications, Inc. is requested to do any conduit and/or Wiremold work.
2. This pricing does not include any contribution to union contributions.
3. Payment NET30 terms.
4. Please sign the acceptance line at the bottom of this page to agree to the above scope of work.

Thank you for this opportunity to be of service to your company. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Aaron Schulz
President
Telemax Communications, Inc.
925-828-3150 p
925-828-3170 f



PROPOSAL

May 29, 2013

Oakland Unified School District
Tilden Education Center
4551 Steele Street, Oakland, CA 94619

Attn: Florencio Cautiverio/Fred Clemen

Please find below a proposal to do the following scope of work for the Tilden RAD Relocation Portables 8,9,10,13.

SCOPE OF WORK:

CAT 5e Voice Cabling

1. Supply and install (12) General nonplenum rated CAT 5e cables for voice.
 - (4) cables in portable 8,9,10
 - (8) cables in portable 13
2. The cable will be terminated on blue Leviton CAT 5e jacks at the stations.
3. The cable will be terminated on (1) Leviton 24 port CAT 5e in the IDF in portable 13 in the wall mount cabinet.
4. Supply (12) 5 foot blue CAT 5e patch cords.
5. All cables will be labeled and tested.
6. Building and grounds will provide 1" conduits into the existing Wiremold or new boxes from the floor crawl space in all areas receiving cabling.

CAT 6 Data Cabling

1. Supply and install (24) General nonplenum rated CAT 6 cables for data. Each location will receive 2 CAT 6 data cables each.
 - (8) cables in portable 8,9,10
 - (16) cables in portable 13
2. The cable will be terminated on a Leviton CAT 6 jacks at the stations.
3. The cable will be terminated on (1) Leviton 48 port CAT 6 in the IDF in portable 13 in the wall mount cabinet.
4. All cables will be labeled and tested.
5. Building and grounds will provide 1" conduits into the existing Wiremold or new boxes from the floor crawl space in all areas receiving cabling.

Grand total \$6,000.00 (tax included)

TERMS:

1. All conduit and/or Wiremold will be furnished and installed by OUSD. Additional charges will apply is Telemax Communications, Inc. is requested to do any conduit and/or Wiremold work.
2. This pricing does not include any contribution to union contributions.
3. Payment NET30 terms.
4. Please sign the acceptance line at the bottom of this page to agree to the above scope of work.

Thank you for this opportunity to be of service to your company. If you have any questions or concerns, please feel free to contact me.

CORPORATE OFFICE
11848 WEST VOMAC ROAD • DUBLIN, CA • 94568
PHONE: 925-828-3150 • FAX: 925-828-3170



Sincerely,

Aaron Schulz
President
Telemax Communications, Inc.
925-828-3150 p
925-828-3170 f

CG D2 48 08 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (CONTRACTORS OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED -- (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III -- Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard".
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
5. The following definition is added to SECTION V. – DEFINITIONS:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

CG D2 48 08 05