

Board Office Use: Legislative File Info.	
File ID Number	13-2289
Committee	Facilities
Introduction Date	10-9-2013
Enactment Number	13-2124
Enactment Date	10/2/13



Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education
 By: Vernon Hal, Deputy Superintendent, Business Operations VEH
 Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date October 9, 2013

Subject Amendment No. 2, Purchase Order Increase - Intelli-Tech - La Escuelita Educational Complex Project

Action Requested Approval by the Board of Education of Amendment No. 2, Purchase Order Increase with Intelli-Tech for IT Services on behalf of the District at La Escuelita Educational Complex Project, in an amount not-to exceed \$3,329.00 increasing previous contract amount from \$37,318.00 to a not to exceed amount of \$40,647.00 and revising the end date from June 14, 2011 through August 31, 2012 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Data Center at Cole Campus is in the process of a finalizing outstanding work in order to perform a final fire suppression test.

Local Business Participation Percentage 0.00%

Strategic Alignment 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.

Recommendation

Approval by the Board of Education of Amendment No. 2, Purchase Order Increase with Intelli-Tech for IT Services on behalf of the District at La Escuelita Educational Complex Project, in an amount not-to exceed \$3,329.00 increasing previous contract amount from \$37,318.00 to a not to exceed amount of \$40,647.00 and revising the end date from June 14, 2011 through August 31, 2012 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Fund (35)

Attachments

- Purchase Order, Amendment No. 2 Agreement including scope of work



AMENDMENT NO. 2 TO PURCHASE ORDER CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Intelli-Tech. OUSD entered into an Agreement with CONTRACTOR for services on July 18, 2011, and the parties agree to amend that Agreement as follows:

1. Services: [] The scope of work is unchanged. x The scope of work has changed.
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
The CONTRACTOR agrees to provide the following amended services: The scope of the project is for the Contractor to provide electrical services to terminate the EPO wiring and assist in testing the EPO system in the Server Room. In addition, Contractor is to perform an additional fan pressurization tests of the Server and HVAC rooms to validate the rooms were sealed adequately by others.

2. Terms (duration): x The term of the contract is unchanged. X The term of the contract has changed.
If term is changed: The contract term is extended by an additional Four months, and the amended expiration date is December 31, 2013.

3. Compensation: [] The contract price is unchanged. x The contract price has changed.
If the compensation is changed: The contract price is amended by
X Increase of \$3,329.00 to original contract amount
[] Decrease of \$_____ to original contract amount
and the new contract total is Forty thousand, six hundred forty-seven dollars and no cents (\$40,647.00)

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

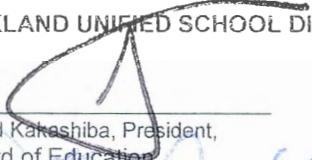
[] There are no previous amendments to this Agreement. x This contract has previously been amended as follows:

Table with 4 columns: No., Date, General Description of Reason for Amendment, Amount of Increase (Decrease). Row 1: 1, 7-23-2013, The scope of the proje is to provide additional scope to include Oakland plan check fee, submittal and inspection services, \$4,246.00

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

- 6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

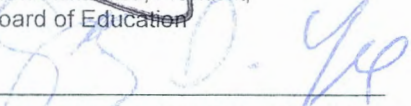
OAKLAND UNIFIED SCHOOL DISTRICT



 David Kakashiba, President,
 Board of Education

10/10/13

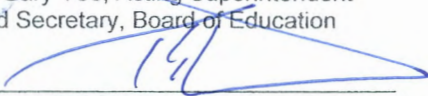
 Date



 Dr. Gary Yee, Acting Superintendent
 and Secretary, Board of Education

10/10/13


 Date



 Timothy White, Associate Superintendent
 Facilities, Planning and Management

 Date

CONTRACTOR



 Contractor Signature

9/15/13

 Date

Bill DiGrazia, System Sales Manager

 Print Name, Title


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 Introduction Date: 10/9/13
 Enactment Number: 13-2124
 Enactment Date: 10/9/13
 By: 

EXHIBIT "A" Scope of Work

Contractor Name: Intelli-Tech

Billing Rate: Three thousand, three hundred twenty-nine dollars and no cents (\$3,329.00)

1. Description of Services to be Provided

The scope of the project is for the Contractor to provide electrical services to terminate the EPO wiring and assist in testing the EPO system in the Server Room. In addition, Contractor is to perform an additional fan pressurization tests of the Server and HVAC rooms to validate the rooms were sealed adequately by others.

2. Specific Outcomes:

Create equitable opportunities for learning and provide accountable quality.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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>

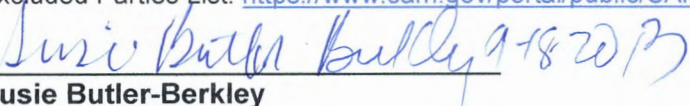

Susie Butler-Berkley
Contract Analyst



EXHIBIT A

1031 Serpentine Lane, Suite 101 • Pleasanton, California 94566 • 925.484.3701 • Fax 925.426.5013

July 11, 2013

Oakland Unified School District

955 High Street
Oakland, CA. 94601

Attn: Saya Nihm

Ref: Updated Change Order Request for EPO scope of work and additional fan testing services

Loc: Oakland Unified School District Server HVAC Rooms
1011 Union Street
Oakland, CA.

Dear Saya:

Based on your meeting today with Tyler Intelli-Tech is submitting the following updated change order request to provide the Electrical services to terminate EPO wiring and assist in testing the EPO System in the Server Room. In addition to the EPO assistance we will also perform an additional fan pressurization test of the Server and HVAC Rooms to validate the rooms were sealed adequately by others.

- EPO added scope of work: Labor \$1,889.00
- Additional Fan Testing services: Labor \$1,440.00

Our updated cost to provide this added scope of work is: \$3,329.00

Exclusions:

Any additional interface relays, contactors, shunt trip breakers and controls is not included
Re-starting UPS Unit if required will need to be performed by the UPS vendor
Bldg. FA vendor will need to be on site during inspections with OFD to verify signals to Main FACP, FA vendor fees are not included

If you have any questions or need further information please contact me at (925) 484-3701.

Sincerely,
Intelligent Technologies and Services Inc.

Bill Di Grazia

Bill Di Grazia
System Sales Manager

Sacramento
1731 Howe Avenue, Suite 342
Sacramento, California 95825
(916) 447-8944
California State License No. 592289 C-10 & C-16
www.gotoitsi.com • a subsidiary of Fike Corporation



CERTIFICATE OF LIABILITY INSURANCE

9/30/2013

DATE (MM/DD/YYYY)
9/26/2012

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 ELLOW. 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 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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	First Specialty Insurance Corporation	34916
INSURER B:	Travelers Property Casualty Co of America	25674
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
1868 INTELLIGENT TECHNOLOGIES & SERVICES, INC.
1031 SERPENTINE LANE, SUITE 505
PLEASANTON CA 94566


COVERAGES FIKCO01 V2 CERTIFICATE NUMBER: 11384258 REVISION NUMBER: XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X-LIAB; \$100,00 DED. <input checked="" type="checkbox"/> XCU; CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N	IRG200026200	9/30/2012	9/30/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500 COMP <input checked="" type="checkbox"/> \$1,000 COLL	N	N	Y8105387B882TIL12	9/30/2012	9/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	IRE200012100	9/30/2012	9/30/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	YJUB3204R83112	9/30/2012	9/30/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: C-5192; OAKLAND UNIFIED SCHOOL DISTRICT.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

11384258 OAKLAND UNIFIED SCHOOL DISTRICT ATTN: SAYA NHIM 1011 UNION STREET OAKLAND CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

POLICY NUMBER: IRG200026200

IL T4 00 12 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION **NUMBER OF DAYS NOTICE OF CANCELLATION: 30**

NONRENEWAL **NUMBER OF DAYS NOTICE OF NONRENEWAL: 30**

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured shown in the Declarations receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in the schedule.

ADDRESS:

The address for that person or organization included in such written request from you to us.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

IL T4 00 12 09

AMENDMENT, PURCHASE ORDER ROUTING FORM

Project Information			
Project Name	La Escuelita Educational Complex	Site	121
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Intelli-Tech	Agency's Contact	Bill Digrazia				
OUSD Vendor ID #	V060360	Title	Project Manager				
Street Address	1031 Serpentine Lane, Suite 101	City	Pleasanton	State	CA	Zip	94566
Telephone	925-484-3701	Policy Expires	9-30-2013				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No				
OUSD Project #	07047						

Term			
Date Work Will Begin	6-14-2011	Date Work Will End By (not more than 5 years from start date)	12-31-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 40,647.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 3,329.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities	1219003835	6262	\$3,329.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities Planning and Management			
2.	Signature	Date Approved	9/26/13	
	General Counsel, Department of Facilities Planning and Management			
3.	Signature	Date Approved	9.20.13	
	Associate Superintendent, Facilities Planning and Management			
4.	Signature	Date Approved		
	Deputy Superintendent, Board of Education			
5.	Signature	Date Approved		
	President, Board of Education			